I. This amendment to Request for Proposals (RFP) No. DACS08P2215 will update and amend RFP Sections B, C, F,G, H, I, J, K, L and M as identified below.

II. This summary provides an overview of how affected sections of the RFP will be changed as a result of the subject amendment. Note that this summary may not be all inclusive. Also note that this summary may identify changes affecting multiple sections of the RFP, e.g., change to the period of performance, which may not not be repeated within the summary but sets out the change within the affected RFP section itself in the body of this amendment.

A. Summary of changes for Section B - SUPPLIES OR SERVICES AND PRICE/COSTS

1. Paragraph B.3 - Period of performance: All CLINs/SubCLINs were updated to reflect a revised performance period.

2. CLIN 0001, Transition-In was amended to reference the Transition-in Statement of Work (SOW) located at Section J, Attachment 11. In addition, transition-in will be priced by the offerors under SubCLINs 0001.A as Firm-Fixed-Price (FFP) and 0001.B. as Cost-Reimbursement (CR

3. CLIN XXXX.1, Integrated Operations and Science Support, was amended to add “Section J, Attachment 2” as well as to delete reference to charters and the Research Vessel (R/V) Laurence M. Gould.

4. CLIN XXXX.2, Award Fee: The Government-provided award fee amounts were revised to account for the change in the period of performance.

5. CLIN XXXX.3, R/V Charter was amended as follows:

a. R/V Laurence M. Gould: SubCLIN XXXX.3B was added for the pricing of the R/V Gould to include NTE amounts (provided in accordance with the updated charter information reflected in Section J, Attachment 7, Item 5. It was also modified to add the reference to include fuel and subsistence.

b. R/V Nathaniel B. Palmer: CLIN XXXX.3 was changed to SubCLIN XXXX.3A plus the NTE cost was modified to include fuel and subsistence.

6. Paragraph B.6, Award Fee changes include the following:

a. Paragraph B.6 - Updated dates to reflect the revised period of performance and start and end dates.

b. Sub-paragraph B.6.b)(4) – Amended the sentence to read that award fee is subject to the Disputes Clause.

c. Sub-paragraph B.6.c)(1) – Consistent with the above stated change for Section B CLIN XXXX.2, Award Fee, the Government-provided “Max. Award Fee Pool “ amounts were revised to account for the change in the period of performance. A CLIN reference column was also added.

d. Sub-paragraph B.6.c)(2) – Deleted the last sentence relating to “rolling over unearned award fee”.

7. Paragraph B.9 INDIRECT COSTS was added.

B. Summary of changes for Section C – STATEMENT OF OBJECTIVES

a. The first paragraph of this section is amended to require provision of transition-in requirements (Transition-in Statement of Work located at Section J, Attachment 11).

b. Sub-paragraph C.6.1.1.aa is amended to cover both specified projects and program management.

C. Summary of changes for Section F - DELIVERIES AND PERFORMANCE

1. Updated relevant period of performance dates as well as the “Due Dates” column for the SCHEDULE OF CONTRACT DELIVERABLES for items 001, 002, 018, 020, 032a,b,c,d,f,g, 033a,b,d, 034a,b,c,d,e,f,g,h,i,j, and 035a,b,c,d,e,f,g.

2. Amended SCHEDULE OF CONTRACT DELIVERABLES item 020 to reflect that the contractor will provide an assessment of available tax exemptions for state and local tax that may be applicable to purchases under this contract (consistent with below paragraph H.9 changes).

3. Added SCHEDULE OF CONTRACT DELIVERABLES items 037, 038, 039, 040, 041, 042, and 043.

4. Corrected the “Addressee and Number/type of copies” column for the SCHEDULE OF CONTRACT DELIVERABLES for item 021.

5. Sub-paragraphs F.7.b) and F.7.c)2. were amended at add an e-mail reference specific to deliverable items 040 and 043.

D. Summary of changes for Section G – CONTRACT ADMINISTRATION DATA

1. Paragraph G.1 INVOICE REQUIREMENTS (first paragraph) is amended to add payment instructions for SubCLIN 0001.A.

E. Summary of changes for Section H – SPECIAL CONTRACT REQUIREMENTS

1. Paragraph H.9 STATE AND LOCAL SALES TAXES is amended.

2. Paragraph H.14 GOVERNMENT FURNISHED OFFICE SPACE,

FURNISHINGS, AND SERVICES, sub-paragraph b) is amended to clarify the introductory sentence and to delete sub-paragraph (7).

3. Paragraph H18. INSURANCEREQUIREMENTS (Sep 2008) is replaced in its entirety.

4. Paragraph H.29 SECURITY REQUIREMENTS AND ACCESS TO

NATIONAL SCIENCE FOUNDATION UNITED STATES ANTARCTIC PROGRAM (USAP) FACILITIES AND UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Aug 2008), sub-paragraph c)1)(c) is amended to be consistent with deliverable Section F.7 item 035f.

F. Summary of changes for Section I - CONTRACT CLAUSES

1. Paragraph I.3 adds Clauses 52.208-8, 52.222-54 and 52.246-25;

deletes Clauses 52.216-16 52.225-5, 52.225-13, and 52.246-23; and, updates the dates of the other indicated clauses.

2. Paragraph I.6 and I.9 are deleted and replaced with “Reserved”.

3. Paragraph I.7, sub-paragraph (a) is amended.

4. Paragraph I.8 is deleted and replaced with FAR 52.223-9.

G. Summary of changes for Section J – LIST OF ATTACHMENTS

1. Attachments 3, 4, and 5 provide updated links for the most current versions of these attachments.

2. Attachment 7 provides an updated assignable subcontracts, leases, charters, and operator agreements listing.

3. Attachment 11, Statement of Work (SOW) for Transition-in is added.

H. Summary of changes for Section K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS

1. Paragraph K.5 is renamed and replaced to clarify and correct required information for Equal Opportunity Compliance purposes.

2. Paragraph K.6 is renamed and replaced to clarify required information for the identification of all subcontractors.

I. Section L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS is replaced in its entirety to provide a complete and updated Section L. Generally, Section L was amended to streamline and enhance the organization of the resulting updated proposal submittals.

J. Summary of changes for Section M - EVALUATION FACTORS FOR AWARD

1. Sub-paragraph M.6.1.3 was amended to delete evaluation of transition-out.

III. RFP No. DACS08P2215 is amended as follows:

A. SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

1. Paragraph B.3 PRICE/COST SCHEDULE is replaced in its entirety by the following:

**B.3 PRICE/COST SCHEDULE**

Key to acronyms (additional acronyms are provided in Section L, Attachment L-7):

APP = Annual Program Plan NTE = Not-to-exceed

CLINs = Contract Line Item Numbers NSP = Not-separately-priced

CPAF = Cost-Plus-Award-Fee (Completion) OTP = Offeror-to-propose

CR = Cost-Reimbursement Pd = Period

FFP = Firm-Fixed-Price R/V = Research Vessel

IAW = In accordance with TBD\* = To-be-determined

\*The “TBD” designation is information which will be provided by the Government as applicable or as otherwise designated elsewhere in the contract.

| **PRICE/COST SCHEDULE – TRANSITION-IN & DATA** | | |
| --- | --- | --- |
| **CLIN** | **DESCRIPTION OF SUPPLIES/SERVICES** | **AMOUNT** |
| 0001 | Transition-In  Descriptive Data: The contractor shall provide transition-in services IAW Section C Transition-in SOW (Section J, Attachment 11). |  |
| 0001.A | Transition-In  Period: Begins at contract award through 60 days after contract award.  Contract Type: FFP  Descriptive Data: The contractor shall perform IAW Section C Transition-in SOW (Section J, Attachment 11), paragraphs 2 and 3. | $ OTP |
| 0001.B | Transition-In  Period: Begins at contract award through 180 days after completion of SubCLIN 0001.A.  Contract Type: CR  Descriptive Data: The contractor shall perform IAW Section C Transition-in SOW (Section J, Attachment 11), paragraphs 4 through 11. | $ OTP |
| 0002 | Data  Period: Base period and any exercised option period(s)  Descriptive Data: Contractor shall provide data IAW Sections C, F and other applicable parts of this contract. This CLIN is NSP. | NSP |

| **PRICE/COST SCHEDULE – BASE PERIOD**  **APRIL 1, 2012 – SEPTEMBER 30, 2016** | | |
| --- | --- | --- |
| **CLIN** | **DESCRIPTION OF SUPPLIES/SERVICES** | **AMOUNT** |
| 0000.1 | Integrated Operations and Science Support (IOSS)  Base Pd: April 1, 2012 – September 30, 2012  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | $ OTP |
| 0000.2 | Award Fee for CLIN 0000.1  Base Pd: April 1, 2012 – September 30, 2012  Award Fee Period: 1  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Period 1: $0  Period 1 Maximum Award Fee Pool: $5,994,800  Period 1 Award Fee Earned: $ TBD | $TBD |
| 0000.3 | Research Vessel (R/V) Charters  Base Pd: April 1, 2012 – September 30, 2012 |  |
| 0000.3A | R/V Nathaniel B. Palmer  Base Pd: April 1, 2012 – September 30, 2012  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Nathaniel B. Palmer plus fuel and subsistence. | NTE  $8,480,991 |
| 0000.3B | R/V Laurence M. Gould  Base Pd: April 1, 2012 – September 30, 2012  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $5,678,670 |
| 0000.4 | Land and Facilities, Christchurch, New Zealand  Base Pd: April 1, 2012 – September 30, 2012  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $ 500,000 |
| 0000.5 | Major Construction and Special Projects  Base Pd: April 1, 2012 – September 30, 2012  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding Annual Program Plan (APP). These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $10,000,000 |
|  | | |
| 0001.1 | Integrated Operations and Science Support  Base Pd, 1st yr: October 1, 2012 – September 30, 2013  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | $OTP |
| 0001.2 | Award Fee for CLIN 0001.1  Base Pd, 1st yr: October 1, 2012 – September 30, 2013  Award Fee Periods: 2 & 3  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 2 & 3: $0  Period 2 Maximum Award Fee Pool: $6,093,500  Period 2 Award Fee Earned: $ TBD  Period 3 Maximum Award Fee Pool: $6,093,500  Period 3 Award Fee Earned: $ TBD | $TBD |
| 0001.3 | Research Vessel (R/V) Charters  Base Pd, 1st yr: October 1, 2012 – September 30, 2013 |  |
| 0001.3A | R/V Nathaniel B. Palmer  Base Pd, 1st yr: October 1, 2012 – September 30, 2013  Contract Type: CR  Descriptive Data: Contractor shall a provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer plus fuel and subsistence. | NTE  $TBD |
| 0001.3B | R/V Laurence M. Gould  Base Pd, 1st yr: October 1, 2012 – September 30, 2013  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $11,790,788 |
| 0001.4 | Land and Facilities, Christchurch, New Zealand  Base Pd, 1st yr: October 1, 2012 – September 30, 2013  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,000,000 |
| 0001.5 | Major Construction and Special Projects  Base Pd, 1st yr: October 1, 2012 – September 30, 2013  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |
|  | | |
| 0002.1 | Integrated Operations and Science Support  Base Pd, 2nd yr: October 1, 2013 – September 30, 2014  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | $OTP |
| 0002.2 | Award Fee for CLIN 0002.1  Base Pd, 2nd yr: October 1, 2013 – September 30, 2014  Award Fee Periods: 4 & 5  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 4 & 5: $0  Period 4 Maximum Award Fee Pool: $6,193,600  Period 4 Award Fee Earned: $ TBD  Period 5 Maximum Award Fee Pool: $6,193,600  Period 5 Award Fee Earned: $ TBD | $ TBD |
| 0002.3 | Research Vessel (R/V) Charters  Base Pd, 2nd yr: October 1, 2013 – September 30, 2014 |  |
| 0002.3A | R/V Nathaniel B. Palmer  Base Pd, 2nd yr: October 1, 2013 – September 30, 2014  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer plus fuel and subsistence. | NTE  $TBD |
| 0002.3B | R/V Laurence M. Gould  Base Pd, 2nd yr: October 1, 2013 – September 30, 2014  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $12,240,995 |
| 0002.4 | Land and Facilities, Christchurch, New Zealand  Base Pd, 2nd yr: October 1, 2013 – September 30, 2014  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,000,000 |
| 0002.5 | Major Construction and Special Projects  Base Pd, 2nd yr: October 1, 2013 – September 30, 2014  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |
| 0003.1 | Integrated Operations and Science Support  Base Pd, 3rd yr: October 1, 2014 – September 30, 2015  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | $OTP |
| 0003.2 | Award Fee for CLIN 0003.1  Base Pd, 3rd yr: October 1, 2014 – September 30, 2015  Award Fee Periods: 6 & 7  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 6 & 7 : $0  Period 6 Maximum Award Fee Pool: $6,295,800  Period 6 Award Fee Earned: $ TBD  Period 7 Maximum Award Fee Pool: $6,295,800  Period 7 Award Fee Earned: $ TBD | $TBD |
| 0003.3 | Research Vessel (R/V) Charters  Base Pd, 3rd yr: October 1, 2014 – September 30, 2015 |  |
| 0003.3A | R/V Nathaniel B. Palmer  Base Pd, 3rd yr: October 1, 2014 – September 30, 2015  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 0003.3B | R/V Laurence M. Gould  Base Pd, 3rd yr: October 1, 2014 – September 30, 2015  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $ 12,708,504 |
| 0003.4 | Land and Facilities, Christchurch, New Zealand  Base Pd, 3rd yr: October 1, 2014 – September 30, 2015  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,000,000 |
| 0003.5 | Major Construction and Special Projects  Base Pd, 3rd yr: October 1, 2014 – September 30, 2015  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |
|  | | |
| 0004.1 | Integrated Operations and Science Support  Base Pd, 4th yr : October 1, 2015 – September 30, 2016  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | $OTP |
| 0004.2 | Award Fee for CLIN 0004.1  Base Pd, 4th yr : October 1, 2015 – September 30, 2016  Award Fee Periods: 8 & 9  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 8 & 9: $0  Period 8 Maximum Award Fee Pool: $6,399,400  Period 8 Award Fee Earned: $ TBD  Period 9 Maximum Award Fee Pool: $6,399,400  Period 9 Award Fee Earned: $ TBD | $TBD |
| 0004.3 | Research Vessel (R/V) Charters  Base Pd, 4th yr : October 1, 2015 – September 30, 2016 |  |
| 0004.3A | R/V Nathaniel B. Palmer  Base Pd, 4th yr : October 1, 2015 – September 30, 2016  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $ TBD |
| 0004.3B | R/V Laurence M. Gould  Base Pd, 4th yr : October 1, 2015 – September 30, 2016  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $13,193,864 |
| 0004.4 | Land and Facilities, Christchurch, New Zealand  Base Pd, 4th yr : October 1, 2015 – September 30, 2016  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport; New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,000,000 |
| 0004.5 | Major Construction and Special Projects  Base Pd, 4th yr: October 1, 2015 – September 30, 2016  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |

| **PRICE/COST SCHEDULE – OPTION One (1)**  **October 1, 2016 – September 30, 2018** | | |
| --- | --- | --- |
| **CLIN** | **DESCRIPTION OF SUPPLIES/SERVICES** | **AMOUNT** |
| 1005.1 | Integrated Operations and Science Support  Option 1, 1st yr: October 1, 2016 – September 30, 2017  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | $OTP |
| 1005.2 | Award Fee for CLIN 1005.1  Option 1, 1st yr: October 1, 2016 – September 30, 2017  Award Fee Periods: 10 & 11  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 10 & 11: $0  Period 10 Maximum Award Fee Pool: $6,505,100  Period 10 Award Fee Earned: $ TBD  Period 11 Maximum Award Fee Pool: $6,505,100  Period 11 Award Fee Earned: $ TBD | $TBD |
| 1005.3 | Research Vessel (R/V) Charters  Option 1, 1st yr: October 1, 2016 – September 30, 2017 |  |
| 1005.3A | R/V Nathaniel B. Palmer  Option 1, 1st yr: October 1, 2016 – September 30, 2017  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 1005.3B | R/V Laurence M. Gould  Option 1, 1st yr: October 1, 2016 – September 30, 2017  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $13,697,997 |
| 1005.4 | Land and Facilities, Christchurch, New Zealand  Option 1, 1st yr: October 1, 2016 – September 30, 2017  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,000,000 |
| 1005.5 | Major Construction and Special Projects  Option 1, 1st yr: October 1, 2016 – September 30, 2017  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |
|  | | |
| 1006.1 | Integrated Operations and Science Support  Option 1, 2nd yr: October 1, 2017 – September 30, 2018  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | $OTP |
| 1006.2 | Award Fee for CLIN 1006.1  Option 1, 2nd yr: October 1, 2017 – September 30, 2018  Award Fee Periods: 12 & 13  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 12 & 13: $0  Period 12 Maximum Award Fee Pool: $6,612,900  Period 12 Award Fee Earned: $ TBD  Period 13 Maximum Award Fee Pool: $6,612,900  Period 13 Award Fee Earned: $ TBD | $TBD |
| 1006.3 | Research Vessel (R/V) Charters  Option 1, 2nd yr: October 1, 2017 – September 30, 2018 |  |
| 1006.3A | R/V Nathaniel B. Palmer  Option 1, 2nd yr: October 1, 2017 – September 30, 2018  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 1006.3B | R/V Laurence M. Gould  Option 1, 2nd yr: October 1, 2017 – September 30, 2018  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $14,221,463 |
| 1006.4 | Land and Facilities, Christchurch, New Zealand  Option 1, 2nd yr: October 1, 2017 – September 30, 2018  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,000,000 |
| 1006.5 | Major Construction and Special Projects  Option 1, 2nd yr: October 1, 2017 – September 30, 2018  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |

| **PRICE/COST SCHEDULE – OPTION Two (2)**  **October 1, 2018 – September 30, 2020** | | |
| --- | --- | --- |
| **CLIN** | **DESCRIPTION OF SUPPLIES/SERVICES** | **AMOUNT** |
| 2007.1 | Integrated Operations and Science Support  Option 2, 1st yr: October 1, 2018 – September 30, 2019  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs. | $OTP |
| 2007.2 | Award Fee for CLIN 2007.1  Option 2, 1st yr: October 1, 2018 – September 30, 2019  Award Fee Periods: 14 & 15  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 14 & 15: $0  Period 14 Maximum Award Fee Pool: $6,722,450  Period 14 Award Fee Earned: $ TBD  Period 15 Maximum Award Fee Pool: $6,722,450  Period 15 Award Fee Earned: $ TBD | $TBD |
| 2007.3 | Research Vessel (R/V) Charters  Option 2, 1st yr: October 1, 2018 – September 30, 2019 |  |
| 2007.3A | R/V Nathaniel B. Palmer  Option 2, 1st yr: October 1, 2018 – September 30, 2019  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 2007.3B | R/V Laurence M. Gould  Option 2, 1st yr: October 1, 2018 – September 30, 2019  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $14,764,832 |
| 2007.4 | Land and Facilities, Christchurch, New Zealand  Option 2, 1st yr: October 1, 2018 – September 30, 2019  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,000,000 |
| 2007.5 | Major Construction and Special Projects  Option 2, 1st yr: October 1, 2018 – September 30, 2019  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |
|  | | |
| 2008.1 | Integrated Operations and Science Support  Option 2, 2nd yr: October 1, 2019 – September 30, 2020  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | $OTP |
| 2008.2 | Award Fee for CLIN 2008.1  Option 2, 2nd yr: October 1, 2019 – September 30, 2020  Award Fee Periods: 16 & 17  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 16 & 17: $0  Period 16 Maximum Award Fee Pool: $6,834,100  Period 16 Award Fee Earned: $ TBD  Period 17 Maximum Award Fee Pool: $6,834,100  Period 17 Award Fee Earned: $ TBD | $TBD |
| 2008.3 | Research Vessel (R/V) Charters  Option 2, 2nd yr: October 1, 2019 – September 30, 2020 |  |
| 2008.3A | R/V Nathaniel B. Palmer  Option 2, 2nd yr: October 1, 2019 – September 30, 2020  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 2008.3B | R/V Laurence M. Gould  Option 2, 2nd yr: October 1, 2019 – September 30, 2020  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $15,329,045 |
| 2008.4 | Land and Facilities, Christchurch, New Zealand  Option 2, 2nd yr: October 1, 2019 – September 30, 2020  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,000,000 |
| 2008.5 | Major Construction and Special Projects  Option 2, 2nd yr: October 1, 2019 – September 30, 2020  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |

| **PRICE/COST SCHEDULE – OPTION Three (3)**  **October 1, 2020 – September 30, 2022** | | |
| --- | --- | --- |
| **CLIN** | **DESCRIPTION OF SUPPLIES/SERVICES** | **AMOUNT** |
| 3009.1 | Integrated Operations and Science Support  Option 3, 1st yr: October 1, 2020 – September 30, 2021  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | $OTP |
| 3009.2 | Award Fee for CLIN 3009.1  Option 3, 1st yr: October 1, 2020 – September 30, 2021  Award Fee Periods: 18 & 19  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 18 & 19: $0  Period 18 Maximum Award Fee Pool: $6,946,854  Period 18 Award Fee Earned: $ TBD  Period 19 Maximum Award Fee Pool: $6,946,854  Period 19 Award Fee Earned: $ TBD | $TBD |
| 3009.3 | Research Vessel (R/V) Charters  Option 3, 1st yr: October 1, 2020 – September 30, 2021 |  |
| 3009.3A | R/V Nathaniel B. Palmer  Option 3, 1st yr: October 1, 2020 – September 30, 2021  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 3009.3B | R/V Laurence M. Gould  Option 3, 1st yr: October 1, 2020 – September 30, 2021  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the current charter for the R/V Laurence M. Gould plus fuel and subsistence. | NTE  $17,695,645 |
| 3009.4 | Land and Facilities, Christchurch, New Zealand  Option 3, 1st yr: October 1, 2020 – September 30, 2021  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,000,000 |
| 3009.5 | Major Construction and Special Projects  Option 3, 1st yr: October 1, 2020 – September 30, 2021  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |
|  | | |
| 3010.1 | Integrated Operations and Science Support  Option 3, 2nd yr: October 1, 2021 – September 30, 2022  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | $OTP |
| 3010.2 | Award Fee for CLIN 3010.1  Option 3, 2nd yr: October 1, 2021 – September 30, 2022  Award Fee Periods: 20 & 21  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 20 & 21: $0  Period 20 Maximum Award Fee Pool: $7,061,469  Period 20 Award Fee Earned: $ TBD  Period 21 Maximum Award Fee Pool: $7,061,469  Period 21 Award Fee Earned: $ TBD | $TBD |
| 3010.3 | Research Vessel (R/V) Charters  Option 3, 2nd yr: October 1, 2021 – September 30, 2022 |  |
| 3010.3A | R/V Nathaniel B. Palmer  Option 3, 2nd yr: October 1, 2021 – September 30, 2022  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 3010.3B | R/V Laurence M. Gould  Option 3, 2nd yr: October 1, 2021 – September 30, 2022  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Laurence M. Gould charter plus fuel and subsistence. | NTE  $TBD |
| 3010.4 | Land and Facilities, Christchurch, New Zealand  Option 3, 2nd yr: October 1, 2021 – September 30, 2022  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,016,500 |
| 3010.5 | Major Construction and Special Projects  Option 3, 2nd yr: October 1, 2021 – September 30, 2022  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |

| **PRICE/COST SCHEDULE OPTION Four (4)**  **October 1, 2022 – March 31, 2025** | | |
| --- | --- | --- |
| **CLIN** | **DESCRIPTION OF SUPPLIES/SERVICES** | **AMOUNT** |
| 4011.1 | Integrated Operations and Science Support  Option 4, 1st yr: October 1, 2022 – September 30, 2023  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | $OTP |
| 4011.2 | Award Fee for CLIN 4011.1  Option 4, 1st yr: October 1, 2022 – September 30, 2023  Award Fee Periods: 22 & 23  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 22 & 23: $0  Period 22 Maximum Award Fee Pool: $7,177,975  Period 22 Award Fee Earned: $ TBD  Period 23 Maximum Award Fee Pool: $7,177,975  Period 23 Award Fee Earned: $ TBD | $TBD |
| 4011.3 | Research Vessel (R/V) Charters  Option 4, 1st yr: October 1, 2022 – September 30, 2023 |  |
| 4011.3A | R/V Nathaniel B. Palmer  Option 4, 1st yr: October 1, 2022 – September 30, 2023  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 4011.3B | R/V Laurence M. Gould  Option 4, 1st yr: October 1, 2022 – September 30, 2023  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Laurence M. Gould charter plus fuel and subsistence. | NTE  $TBD |
| 4011.4 | Land and Facilities, Christchurch, New Zealand  Option 4, 1st yr: October 1, 2022 – September 30, 2023  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,033,272 |
| 4011.5 | Major Construction and Special Projects  Option 4, 1st yr: October 1, 2022 – September 30, 2023  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |
|  | | |
| 4012.1 | Integrated Operations and Science Support  Option 4, 2nd yr: October 1, 2023 – September 30, 2024  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | $OTP |
| 4012.2 | Award Fee for CLIN 4012.1  Option 4, 2nd yr: October 1, 2023 – September 30, 2024  Award Fee Periods: 24 & 25  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Periods 24 & 25: $0  Period 24 Maximum Award Fee Pool: $7,296,403  Period 24 Award Fee Earned: $ TBD  Period 25 Maximum Award Fee Pool: $7,296,403  Period 25 Award Fee Earned: $ TBD | $TBD |
| 4012.3 | Research Vessel (R/V) Charters  Option 4, 2nd yr: October 1, 2023 – September 30, 2024 |  |
| 4012.3A | R/V Nathaniel B. Palmer  Option 4, 2nd yr: October 1, 2023 – September 30, 2024  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 4012.3B | R/V Laurence M. Gould  Option 4, 2nd yr: October 1, 2023 – September 30, 2024  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Laurence M. Gould charter plus fuel and subsistence. | NTE  $TBD |
| 4012.4 | Land and Facilities, Christchurch, New Zealand  Option 4, 2nd yr: October 1, 2023 – September 30, 2024  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $1,050,321 |
| 4012.5 | Major Construction and Special Projects  Option 4, 2nd yr: October 1, 2023 – September 30, 2024  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |
|  | | |
| 4013.1 | Integrated Operations and Science Support  Option 4, 3rdyr: October 1, 2024 – March 31, 2025  Contract Type: CPAF  Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C (Section J, Attachment 2). Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs (and associated costs) for lease and operating agreements not covered in other CLINs | $OTP |
| 4013.2 | Award Fee for CLIN 4013.1  Option 4, 3rdyr: October 1, 2024 – March 31, 2025  Award Fee Period: 26  Descriptive Data: Award Fee earned shall be added by contract modification.  Base Fee for Award Fee Period 26: $0  Period 26 Maximum Award Fee Pool: $7,416,785  Period 26 Award Fee Earned: $ TBD | $TBD |
| 4013.3 | Research Vessel (R/V) Charters  Option 4, 3rd yr: October 1, 2024 – March 31, 2025 |  |
| 4013.3A | R/V Nathaniel B. Palmer  Option 4, 3rd yr: October 1, 2024 – March 31, 2025  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter plus fuel and subsistence. | NTE  $TBD |
| 4013.3B | R/V Laurence M. Gould  Option 4, 3rd yr: October 1, 2024 – March 31, 2025  Contract Type: CR  Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Laurence M. Gould charter plus fuel and subsistence. | NTE  $TBD |
| 4013.4 | Land and Facilities, Christchurch, New Zealand  Option 4, 3rd yr: October 1, 2024 – March 31, 2025  Contract Type: CR  Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road). | NTE  $ 533,826 |
| 4013.5 | Major Construction and Special Projects  Option 4, 3rd yr: October 1, 2024 – March 31, 2025  Contract Type: CR  Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . . | NTE $20,000,000 |

2.Paragraph **B.4** **TOTAL ESTIMATED COST OF THE CONTRACT,** is replaced in its entirety with the following:

**B.4 TOTAL ESTIMATED COST OF THE CONTRACT**

**a. Total Estimated Cost by Contract Type:**

**Price of FFP CLINs : $\_\_\_\_\_\_\_OTP\_\_\_\_**

**Estimated cost of CR CLINs:** **$\_\_\_\_\_\_\_OTP\_\_\_\_**

**Estimated cost of** **CPAF CLINs: $\_\_\_\_\_\_\_OTP\*\*\*\_**

**Maximum Award Fee $\_\_\_\_\_173,690,687**

**Base Fee $\_\_\_\_\_\_\_\_\_\_\_\_\_\_0**

**NTE CR\* CLINs $\_\_\_\_\_\_\_OTP\*\*\_\_\_**

**Total Estimated Cost $\_\_\_\_\_\_\_ OTP\*\*\_\_\_**

\*Government-provided NTE CR amounts can only be modified by the Government by contract modification.

\*\* Government-provided NTE CR amounts should be included.

\*\*\* In providing the estimated cost of CPAF CLINs propose only the estimated cost; do not include the associated award fee estimates.

3. Paragraph B.6 AWARD FEE, sub-paragraphs b) and c) are replaced in their entirety with the following:

**B.6 AWARD FEE**

b) Award Fee Determination

(1) The Government will evaluate and assess the contractor’s performance every six months beginning April 1, 2012 in accordance with the terms of the Award Fee Plan, Section J, Attachment 1. The contractor may earn an award fee based on the award fee scale set out below.

(2) The Government reserves the right to modify award fee criteria (including award fee pool and award fee scale) and procedures by unilateral contract modification, issued prior to the start of the affected award fee evaluation period(s).

(3) Government determination of the maximum award fee pool amount and the award fee earned 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.

(4) Award fee is subject to the Disputes Clause.

1. Award Fee Pool
   1. The Government-determined maximum award fee pool amounts are set out in the following table.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Award Fee Periods with Maximum Award Fee Pool** | | | |  |
| **Period** | **Start Date** | **End Date** | **Max. Award Fee Pool** | **CLIN** |
| 1 | 1 Apr 2012 | 30 Sep 2012 | $5,994,800 | 0000.2 |
| 2 | 1 Oct 2012 | 31 Mar 2013 | $6,093,500 | 0001.2 |
| 3 | 1 Apr 2013 | 30 Sep 2013 | $6,093,500 | 0001.2 |
| 4 | 1 Oct 2013 | 31 Mar 2014 | $6,193,600 | 0002.2 |
| 5 | 1 Apr 2014 | 30 Sep 2014 | $6,193,600 | 0002.2 |
| 6 | 1 Oct 2014 | 31 Mar 2015 | $6,295,800 | 0003.2 |
| 7 | 1 Apr 2015 | 30 Sep 2015 | $6,295,800 | 0003.2 |
| 8 | 1 Oct 2015 | 31 Mar 2016 | $6,399,400 | 0004.2 |
| 9 | 1 Apr 2016 | 30 Sep 2016 | $6,399,400 | 0004.2 |
| 10 | 1 Oct 2016 | 31 Mar 2017 | $6,505,100 | 1005.2 |
| 11 | 1 Apr 2017 | 30 Sep 2017 | $6,505,100 | 1005.2 |
| 12 | 1 Oct 2017 | 31 Mar 2018 | $6,612,900 | 1006.2 |
| 13 | 1 Apr 2018 | 30 Sep 2018 | $6,612,900 | 1006.2 |
| 14 | 1 Oct 2018 | 31 Mar 2019 | $6,722,450 | 2007.2 |
| 15 | 1 Apr 2019 | 30 Sep 2019 | $6,722,450 | 2007.2 |
| 16 | 1 Oct 2019 | 31 Mar 2020 | $6,834,100 | 2008.2 |
| 17 | 1 Apr 2020 | 30 Sep 2020 | $6,834,100 | 2008.2 |
| 18 | 1 Oct 2020 | 31 Mar 2021 | $6,946,854 | 3009.2 |
| 19 | 1 Apr 2021 | 30 Sep 2021 | $6,946,854 | 3009.2 |
| 20 | 1 Oct 2021 | 31 Mar 2022 | $7,061,469 | 3010.2 |
| 21 | 1 Apr 2022 | 30 Sep 2022 | $7,061,469 | 3010.2 |
| 22 | 1 Oct 2022 | 31 Mar 2023 | $7,177,975 | 4011.2 |
| 23 | 1 Apr 2023 | 30 Sep 2023 | $7,177,975 | 4011.2 |
| 24 | 1 Oct 2023 | 31 Mar 2024 | $7,296,403 | 4012.2 |
| 25 | 1 Apr 2024 | 30 Sep 2024 | $7,296,403 | 4012.2 |
| 26 | 1 Oct 2024 | 31 Mar 2025 | $7,416,785 | 4013.2 |
| Total |  |  | $173,690,687 |  |

(2) The maximum award fee pool may be unilaterally adjusted by the Government based on, but not limited to, contractor performance, cost savings, and funding availability.

4. Section B is amended to add **B.9 INDIRECT COSTS** as follows:

**B.9 INDIRECT COSTS**

Pending modification(s) to this contract setting forth final indirect cost rate(s) in accordance with this contract’s *Allowable Cost and Payment* clause (FAR 52.216-7) the Contractor shall be provisionally reimbursed for indirect costs at following rates:

[to be negotiated]

B. SECTION C – STATEMENT OF OBJECTIVES

1. The first paragraph of this section is amended as follows:

# 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) located at Section J, Attachment 2.  (THE AWARDEE’S PWS WILL BE INCORPORATED AT CONTRACT AWARD IN SECTION J, ATTACHMENT 2. THE BELOW STATEMENT OF OBJECTIVES (SOO) WILL BE DELETED AT CONTRACT AWARD.) The contractor shall provide transition-in requirements in accordance with the Transition-in Statement of Work located at Section J, Attachment 11.

2. Sub-paragraph C.6.1.1.aa is amended to read as follows:

For specified projects and program management, the contractor shall use appropriate Earned Value Management System (EVMS) methodologies that consider project performance analysis, cost analysis, and risk analysis/mitigation for the purpose of general management as well as detection and notification of problems.

C. SECTION F – DELIVERIES AND PERFORMANCE

1. Paragraph F.2,PERIOD OF PERFORMANCE**,** is replaced in its entirety by the following:

**F.2 PERIOD OF PERFORMANCE**

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

Transition-in Contract Award – Mar 31, 2012

Base Period Apr 1, 2012 – Sep 30, 2016

Option 1 Oct 1, 2016 – Sep 30, 2018

Option 2 Oct 1, 2018 – Sep 30, 2020

Option 3 Oct 1, 2020 – Sep 30, 2022

Option 4 Oct 1, 2022 – Mar 31, 2025

2. Paragraph **F.3,** ANNUAL PROGRAM PLAN (APP) AND OUT YEAR PROJECTIONS, sub-paragraphs c), d)(8), and d)(10) are amended as follows:

* 1. Annual Program Plan periods are as follows:

|  |  |  |
| --- | --- | --- |
| APP Period No. | Begins | Ends |
| One | April 1, 2012 | September 30, 2012 |
| Two | October 1, 2012 | September 30, 2013 |
| Three | October 1, 2013 | September 30, 2014 |
| Four | October 1, 2014 | September 30, 2015 |
| Five | October 1, 2015 | September 30, 2016 |
| Six\* | October 1, 2016 | September 30, 2017 |
| Seven\* | October 1, 2017 | September 30, 2018 |
| Eight\* | October 1, 2018 | September 30, 2019 |
| Nine\* | October 1, 2019 | September 30, 2020 |
| Ten\* | October 1, 2020 | September 30, 2021 |
| Eleven\* | October 1, 2021 | September 30, 2022 |
| Twelve\* | October 1, 2022 | September 30, 2023 |
| Thirteen\* | October 1, 2023 | September 30, 2024 |
| Fourteen\* | October 1, 2024 | March 31, 2025 |

# \*If the applicable option period is exercised.

# Annual Program Plan Development

Replace the first sentence of sub-paragraph (8) with the following:

(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 2014 program plan begins in July 2013).”

Replace sub-paragraph (10) in its entirety with the following:

(10) The APP for October 1, 2011 through March 31, 2012 will be

executed by the incumbent contractor. The APP for period 1 for April 1,

2012 through September 30, 2012 will be prepared by the ASC

contractor during the transition-in period.

3. Paragraph F.7, SCHEDULE OF CONTRACT DELIVERABLES, sub-paragraphs b) and c)2., and the listed affected items within the table titled *Schedule of Contract Deliverable* are amended as follows (items not listed remain the same):

F.7.b)Originals, hard copies, and soft copies are designated in the table. All reports, publications, and documents submitted to the NSF in an electronic (soft copy) format shall be suitable for search and retrieval through electronic document management systems. Number of copies designated as “TBD” or “As applicable” shall be determined at a later date; however, there is a minimum requirement of at least one soft copy for all deliverables. Unless otherwise indicated to be submitted “by e-mail”, all softcopies shall be submitted to the applicable street address in Section F.7.c) on a labeled CD ROM (compatible with Word 2003 or Word 2007 or other current/compatible electronic version evolving over the contract performance and as mutually agreeable between NSF and the contractor).  The label shall indicate the title of the report/item and date required by Section F deliverable.

F.7.c) 2. COTR: National Science Foundation

Office of Polar Programs (OPP)/Division of Antarctic

Infrastructure & Logistics (AIL)

Attn: COTR

4201 Wilson Boulevard, Suite 700

Arlington, VA 22230

E-mail: TBD

| **SCHEDULE OF CONTRACT DELIVERABLES** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Section F Item #** | **PWS cross-reference\*** | **Deliverable** | **Description** | **Due Date** | **Addressee and Number/type of copies** |
| 001 |  | GFP/GFE less than $5,000 | Listing of GFP and GFE valued less than $5,000 shall be developed during the transition in period by the incumbent contractor and ASC contractor. | 3/10/2012 | CO=1 hard & 1soft  COTR=1 soft  DAS=1 soft  DFM=1 soft |
| 002 |  | Annual Program Plan (APP) - For APP Period 1 (Apr 1, 2012 through Sep 30, 2012). | A draft APP will be submitted during the transition-in no later than Jan 31, 2012. Negotiations and revisions will follow, with the contractor submitting a final APP by Mar 15, 2012. NSF will approve the APP by Mar 31, 2012. | 1/31/2012 & 3/15/2012 | CO= 1 orig hard &1 soft  COTR=1 hard & 5 soft |
| 018 |  | Weekly Station Reports | Format and content will be determined during the transition-in period unless otherwise specified. | Friday of every week starting 4/30/2012 | COTR=2 soft |
| 020 |  | State and Local Taxes | The contractor will provide 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 (IAW Section H.9) | Within 30 days of due date of SubCLIN 0001.A | CO=1 hard & 1 soft  COTR=1 soft  DFM=1 soft |
| 021 |  | Agreements granting access to confidential or proprietary information | The contractor will provide 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. | Annually on Oct 10 | CO= 1 hard and 1 soft  COTR=1 soft |
| 032  Best Practices in IT Service Management |  | a. IT&C Systems Engineering Maturity Evaluation | CMMI maturity assessment  Contractor Systems Engineering Management Process  Report - Benchmarking Results of Contractor Process Maturity against CMMI v1.2 or following. | 120 days after contract award, thereafter every three years on  Oct 10th | COTR=2 soft |
|  | b. IT Service Management Maturity Evaluation | ITIL v2 (or later) Process Maturity Framework and CobIT (v4 or later) Governance Maturity Model assessments of Contractor's IT service management and governance processes (at contract award, and every 3 years); inclusive of Validation/verification of credentials of organization used for maturity assessments. | 120 days after contract award, thereafter every three years on  Oct 10 | COTR=2 soft |
|  | c. IT Service Management Process | Contractor's IT Services Management procedures, with annual updates as warranted by the Contractor's change management process. | Required before 4/1/2012, thereafter every Oct 10 annually or as required | COTR=2 soft |
|  | d. IT&C Service Catalog | Service Catalog used to define specific IT&C technical and professional services provided to the USAP participant community, to include quality metrics. Describes the customer service interface (process, principles, guidelines, commitments, and related) for the delivery and management of Service Catalog technical services and Service Level Agreements used to manage USAP program customers. | Working draft required 60 days after contract award; final required within 180 days of working draft delivery due date | COTR=2 soft |
|  | e. Enterprise Architecture Documenta-tion | Enterprise Architecture documentation, reflecting actual architecture produced and sustained. | Annually on Oct 10 | COTR=2 soft |
|  | f. Enterprise Architecture Management Plan | Process used by the contractor to develop and sustain the Enterprise Architecture. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
|  | g. Enterprise Architecture Technical Standards | Technical & architectural standards that are used in governance of the IT&C program. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
| 033  Technology Management and Refresh |  | a. Lifecycle Management Plan | Systems lifecycle management plan for all systems supporting mission essential/critical activities; incorporates scope for Enterprise IT&C Technology Refresh Plan. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
|  | b. Operational Performance Metrics | Summary reports presenting operational performance data, derived from the Contractor's Service Support and Service Delivery processes, for select IT&C infrastructure and services; scope and format to be negotiated with the Government. | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
|  | c. Technology Trends Assessment | Technology Trends Assessments - evaluation of market-place developments in key technologies that are used in significant USAP IT&C systems or have potential for significant impact and development of recommended courses of action for IT&C strategic and tactical planning. | Annually on Oct 10 | COTR=2 soft |
|  | d. CONUS IT&C Test and Evaluation Process | Continental United States (CONUS) test/development/IVV infrastructure, i.e  (1) Description of capabilities, and  (2) Description of how the capabilities are integrated into the contractor's services framework, along with a case study as a concrete example to illustrate. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
|  | e. Antarctic Station Telecommunications Cable Management Plan | The plan shall include the contractor's plan to formally manage Antarctic station telecommunications cable systems (outside plant and inside plant). Contractor shall make available for inspection, on-demand, an electronic copy of the cable management data base (data and application software) used for administering the plan. Non proprietary, exportable. | Oct 10 of year following contract award; updates as required | COTR=2 soft |
|  |  |  |  |  |  |
| 034 Management, Governance and Engineering |  | a. IT&C Acquisition Plan | IT&C Technology Acquisition Decision Procedures (includes Justification and Authorization protocol). | Required before 4/1/2012; updates as required | COTR=2 soft |
|  | b. IT&C Standard Operating Procedures | Standard Operating Procedures. | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
|  | c. IT&C Configuration Management Plan | Configuration Management Plan for major IT&C systems, esp. those representing the FISMA inventory, components within of a Certification and Accreditation boundary, or high-impact mission support systems. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
|  | d. IT&C Enterprise Strategic Plan | IT&C program management process that describes:  Strategic planning process, long range roadmap development process using strategic plan,  architecture management process, IT&C capital planning process. | Initial draft required before 4/1/2013; final of initial release required 90 days following government review/comment of initial draft; updates as required | COTR=2 soft |
|  | e. IPv6 Transition Plan | IPv6 compliance strategy and implementation plan to address OMB direction. | Working draft required before 4/1/2012; final required before 4/1/2013; updates as required | COTR=2 soft |
|  | f. IT&C Maintenance Management Plan | Master plan for maintenance management of all USAP IT&C systems. Potential components could include Integrated Logistics Support Plans (ILSPs) for specific systems, concept for maintenance, sustaining engineering process and protocols, etc. | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
|  | g. Customer Training Plan | Training plan, curricula and materials, with annual updates as warranted by the contractor's change management processes that address User Services Training, e.g., field party communications equipment, field party computing/network services, special applications, etc. | Working concept required 120 days after contract award; final required 30 days prior to beginning next USAP annual training cycle (begins approximately on August 1) ; updates as required | COTR=2 soft |
|  | h. USAP On-Line Telephone Directory | On-line USAP enterprise wide telephone directory, with continual updates as required; password protected as required; accessible via [www.usap.gov](http://www.usap.gov). | Required before 4/1/2012; updates as required | COTR=2 soft |
|  | i. Legacy Systems Phase-out Plan | Legacy Enterprise Business Applications Phase-out/  Replacement Analysis/  Recommendations/  Action plan and recommendations. | Initial concept required 60 days after contract award; government approved final required 30 days prior to proposed start of phase-out | COTR=2 soft |
|  | j. Test Equipment Plan | Test equipment calibration plan. | Working draft required 4/1/2012; final required 4/1/2013 ; updates as required | COTR=2 soft |
| 035  Information Assurance |  | a. IS/IA Procedures | Contractor Information Security/Assurance Procedures. | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
|  | b. Enterprise IT&C IS/IA Plan | Enterprise IT&C Information Security/Assurance Plan (master plan, per FISMA and NIST). | Working draft required 120 days after contract award; final required within 180 days of working draft delivery due date; updates as required | COTR=2 soft |
|  | c. IS/IA Annual Work Plan | Document - Information Security/Assurance Annual Work Plan. | Working draft required 90 days after contract awrd; final required concurrent with first full year program plan submission following working draft submittal; updates as required | COTR=2 soft |
|  | d. Information Security Management Documenta-tion | Certification and Accreditation Packages, System Security Plans (SSPs), Contingency Plans (CPs), and Disaster Recovery Plans (DR Plans) for all Major Applications (MAs) and General Support Systems (GSS) (per paragraph H.29.f.). | Working draft required 90 days after contract award; final required within 180 days of working draft delivery due date | COTR=2 soft |
|  | e. IS/IA Security Posture Reports | Reports - On-Demand, Weekly, Monthly, Quarterly, and Annual security posture reports as specified in the "USAP Information Security/Assurance Reporting Guidance" Government document. | As noted in description column. | COTR=2 soft |
|  | f. Personnel Positions for IT Access Screening | List of all contractor personnel positions requiring IT systems access screening per NSF logical access criteria. Following initial list at contract award, submissions are on as-required basis as new personnel are added to the contract that require IT systems/services access. | Interim required 30 days after contract award; final required 60 days after contract award; updates as required | COTR=2 soft |
|  | g. USAP Information Security Annual Awareness Training Plan | USAP-unique content in the type/format required for interface to Government directed Awareness Training shared services providers, with annual updates as required to meet USAP program requirements or Federal guidance | Working concept required 120 days after contract award; final required 30 days prior to beginning of next USAP annual training cycle (begins approximately on August 1) ; updates as required | COTR=2 soft |

\* To be completed by the contractor.

**4.** In paragraph F.7, SCHEDULE OF CONTRACT DELIVERABLES, the table titled *Schedule of Contract Deliverables*  is amended to add the following items:

| **SCHEDULE OF CONTRACT DELIVERABLES** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Section F Item #** | **PWS cross-reference\*** | **Deliverable** | **Description** | **Due Date** | **Addressee and Number/type of copies** |
| 037 |  | Copy of Transmittal Letter (with attachments) from the contractor to Cognizant Federal Agency (CFA) | Contractor must show that applicable CAS compliant documentation has been prepared and presented to the CFA for review and approval. | Within 2 months of the transition-in start date | CO=1 hard & 1soft  COTR=1 soft |
| 038 |  | Copy of Letter from CFA to the contractor | Content of the letter is required to indicate CFA final approval and adequacy of the contractor’s relevant business systems. | Within 4 months of the transition-in start date | CO=1 hard & 1soft  COTR=1 soft |
| 039 |  | IBTS | Integrated Baseline Transition Schedule to be used at IBR meeting within 21 days of contract award | Within 15 calendar days of contract award | CO=1 hard & 1 soft  COTR=1 soft |
| 040 |  | Status Briefing | Transition-In Status Briefing every Tuesday | Each Tuesday during Transition-in | COTR= 1 soft copy by email |
| 041 |  | Employee Relations and Communications Plan | To reduce loss of staff capability and services during contract implementation | Within 30 days of contract award | COTR = 1 soft; 1 hard |
| 042 |  | Staffing Risk Mitigation Plan | To reduce loss of staff capability and services during contract implementation | Within 30 days of contract award | COTR = 1 soft; 1 hard |
| 043 |  | Weekly Contractor Hiring Status Report | Inform Government of staffing issues and mitigation strategies | Every Tuesday | COTR=  1 soft copy by email |

\* To be completed by the contractor.

**D. SECTION G – CONTRACT ADMINISTRATION DATA**

**1. Paragraph G.1 INVOICE REQUIREMENTS** is replaced in its entirety with the following:

**G.1 INVOICE REQUIREMENTS**

Invoices shall be submitted, no more than once a month (unless otherwise indicated), in accordance with G.2 INVOICE SUBMISSION. Invoicing for the Transition-in FFP SubCLIN 0001.A shall only be submitted at completion.

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. Where applicable include Section F.7 Item Number(s) which were performed and/or delivered.

(4) Shipping and payment terms, and such other substantiating documentation or information as required by the contract.

(5) Name, title, telephone number, and complete mailing address of responsible official (where practicable) and company name where electronic payment (wire transfer) will be sent (see G.3 METHOD OF PAYMENT for additional requirements for wire transfers).

(6) Invoices should be consistent with acceptable commercial formats. Invoice format will be subject to approval by the CO.

**E. SECTION H – SPECIAL CONTRACT REQUIREMENTS**

1. Paragraph **H.9 STATE AND LOCAL SALES TAXES (May 2008)** is replaced in its entirety with the following:

**H.9 STATE AND LOCAL SALES TAXES (October 2010)**

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, in accordance with the delivery due date in Section F.7, Item 020, the contractor shall provide an assessment (made by knowledgeable contractor personnel) of the available tax exemptions for state and local tax that may be applicable to purchases under this contract.

2. Paragraph **H.14 GOVERNMENT FURNISHED OFFICE SPACE,**

**FURNISHINGS, AND SERVICES,** sub-paragraph b) is amended to clarify the introductory sentence and to delete sub-paragraph (7) as follows:

b) The Government will furnish the following items and 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 USAF 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.

(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.

## 3. Paragraph H18. INSURANCE REQUIREMENTS (Sep 2008) is deleted and replaced with the following:

**H18. INSURANCEREQUIREMENTS**

(a) (1) Except as provided in subparagraph (2) immediately following, or in paragraph (h) of this clause (if the clause has a paragraph (h), the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; providedthat, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be set forth in the provisions of this contract and be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) 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.

(c) Except as provided in paragraph (h) of this clause (if the clause has a paragraph (h)), 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. 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.

(d) The Government's liability under paragraph (c) of this clause is subject to the "Limitation of Cost" or the "Limitation of Funds" clause of this contract.

(e) 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 or complete major industrial operation in connection with performance of this contract.

(f) 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.

(g) 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) The Contractor warrants that insurance coverage (currently in force) exists in the following areas and in amounts not less than those specified below:

Type Coverage

Insurance Per Person Property Per Accident

l. Comprehensive

General Liability $500,000 $500,000 $1,500,000

2. Automobile $500,000 $500,000 $1,000,000

3. A supplemental umbrella policy for $5,000,000.

4. Workman's Compensation - As required by law at the job site.

The Comprehensive general and automobile liability policies shall contain a provision worded as follows: "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

The contractor shall file with the Contracting Officer prior to beginning performance under this contract, a certificate of insurance evidencing the above coverage.

The Contractor shall provide to the Contracting Officer within five (5) days after occurrence, notice of cancellation of or reductions below the above cited amounts of any insurance coverage related to this requirement.

The Contractor warrants that such insurance coverage for all subcontractors who will work at any of the sites of performance does or will exist before subcontractors begin performance.

4. Paragraph **H.29 SECURITY REQUIREMENTS AND ACCESS TO**

**NATIONAL SCIENCE FOUNDATION UNITED STATES ANTARCTIC PROGRAM (USAP) FACILITIES AND UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Aug 2008),** sub-paragraph c)1)(c) is amended to read: Within 30 days of contract award, the contractor shall provide to the CO a list of all personnel positions subject to, and delineated by, the screening criteria cited in c) 2) below, along with a schedule that ensures screening and verification of all personnel within 60 days of contract award. The contractor shall provide justification rationale for the screening category assigned to each personnel position. The CO shall review and approve the contractor personnel positions so described.

**F. SECTION I – CONTRACT CLAUSES**

* 1. **Paragraph I.3 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE** remains in its entirety except that it is supplemented to add clauses 52.208-8, 52.222-54 and 52.246-25, and is amended to update the dates of clauses already included as follows:

**NUMBER TITLE DATE**

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND DEC 2008

CONDUCT

52.203-14 DISPLAY OF HOTLINE POSTER(S) DEC 2008

52.204-10 REPORTING EXECUTIVE COMPENSATION AND JUL 2010

FIRST-TIER SUBCONTRACT AWARDS

52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM APR 2002

USAGE DATA

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST DEC 2009

WHEN SUBCONTRACTING WITH CONTRACTORS

DEBARRED, SUSPENDED, OR PROPOSED FOR

DEBARMENT

52.215-2 AUDIT AND RECORDS--NEGOTIATION MAR 2009

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN JUL 2010

ALTERNATE II (OCT 2001)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM APR 2009

REPRESENTATION

52.222-19 CHILD LABOR - COOPERATION WITH AUG 2009

AUTHORITIES AND REMEDIES

52.222-50 COMBATING TRAFFICKING IN PERSONS FEB 2009

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION JAN 2009

52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE APR 2003

AND LOCAL ADJUSTMENTS)

* + 1. SUBCONTRACTS FOR COMMERCIAL ITEMS DEC 2009

52.246-25 LIMITATION OF LIABILITY - SERVICES FEB 1997

* 1. **Paragraph I.3 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE** is amended to delete the following clauses:

**NUMBER TITLE DATE**

52.216-16 INCENTIVE PRICE REVISION-FIRM TARGET OCT 1997

52.225-5 TRADE AGREEMENTS NOV 2007

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES JUN 2008

52.246-23 LIMITATION OF LIABILITY FEB 1997

* 1. **Paragraph I.6 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)** is deleted and replaced withthe following: **I.6 RESERVED.**
  2. **Paragraph I-7 52.222-29 – SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (MAY 1989**) is amended only for the last sentence of sub-paragraph (a) to read: The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 3 p.m. local time, 10 days from release of the Request for Proposals (RFP) or any subsequent amendment.
  3. **Paragraph I.8 is deleted and replaced with the following:**

**FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)**

(a) Definitions. As used in this clause—

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

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

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

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

(2) Submit this estimate to the Contracting Officer at a time TBD (based on a mutually agreeable time between the contractor and the Contracting Officer).

* 1. **Paragraph I.9 52.227-3 PATENT INDEMNITY (JUL 1995) Alternate I (APR 1984)** is deleted and replaced with the following: **I.9 RESERVED.**

G. **SECTION J – LIST OF ATTACHMENTS**

1. Attachment 3, Real Property Listing and Depreciation Tables, dated September 30, 2007 is replaced in its entirety with Attachment 3, Real Property Listing and Depreciation Tables, dated June 30, 2010 found at:

<http://www.nsf.gov/about/contracting/rfqs/support_ant/docs/secj_attach3_real_prop.xls>

2. Attachment 4, Capital Equipment greater than or equal to $25,000, dated September 2007 is replaced in its entirety with Attachment 4, Capital Equipment greater than or equal to $25,000, dated June 30, 2010 found at:

<http://www.nsf.gov/about/contracting/rfqs/support_ant/docs/secj_attach4_capequip_gr25000.xls>

3. Attachment 5, Accountable Property with acquisition cost greater than $5,000 and less than $25,000, dated September 30, 2007 is replaced in its entirety with Attachment 5, Accountable Property with acquisition cost greater than $5,000 and less than $25,000, dated June 30, 2010 found at:

<http://www.nsf.gov/about/contracting/rfqs/support_ant/docs/secj_attach5_capequip_ls25000.xls>

4. Attachment 7, Assignable Subcontracts, Leases, Charters, and Operator Agreement Listing, dated January 9th, 2009 is replaced with the following: Attachment 7, Assignable Subcontracts, Leases, Charters, and Operator Agreement Listing, dated June 2010.

5. Attachment 11, Transition-in Statement of Work (SOW), dated October, 2010, is added to Section J.

**H. SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS**

1. Paragraph **K.5** **IDENTIFICATION OF SUBCONTRACTORS** is renamed and replaced in its entirety with the following:

**K.5** **IDENTIFICATION OF SUBCONTRACTORS FOR PURPOSES OF EQUAL OPPORTUNITY COMPLIANCE**

The following provision is for use in administering Equal Opportunity Programs.

The offeror must comply with either K.5 a) or K.5 b) below.

a) The offeror is listed in the Office of Federal Contract Compliance Programs (OFCCP) National Preaward Registry with a completion date in the registry of \_\_\_\_\_\_\_\_\_\_\_ which is within 24 months of the projected award date.

b) If the offeror is NOT listed in the Office of Federal Contract Compliance Programs (OFCCP) National Preaward Registry with a completion date which is within 24 months of the projected award date then the offerors shall provide the following information on the prime or corporate affiliate at which work is to be performed:

i) Name of contractor

Address of contractor

Name and telephone number of contractor’s Point of Contact

Indicate whether the contractor has previously held any Government contracts or subcontracts.

Indicate the place of performance of the prime contract.

Indicate the estimated dollar amount of the prime contract.

ii) Name, address and telephone number of proposed first-tier subcontractor(s) with a proposed subcontract estimated at $10 million or more.

Indicate whether each subcontractor has previously held any Government contracts or subcontracts.

Indicate place of performance of the subcontracts estimated at $10 million or more, if known.

Indicate the estimated dollar amount of each first-tier subcontract ($10 million or more).

2. Paragraph **K.6** **IDENTIFICATION OF SUBCONTRACTORS** is renamed and replaced in its entirety with the following:

**K.6** **IDENTIFICATION OF ALL SUBCONTRACTORS**

If offeror proposes to subcontract any portion of this contract (including those assignable subcontracts listed in Section J, Attachment 7, Assignable Subcontracts, Leases, Charters, and Operator Agreement Listing) the following subcontractor(s) information must be furnished for each of the subcontractors:

Subcontractor’s Firm Name

Subcontractor’s Address

Subcontractor’s Point of Contact and Phone Number

Subcontractor’s role in the ASC

Subcontractor’s Qualifications and Training

Subcontractor’s References

Subcontractor’s Dollar Amount of the ASC

Provide applicable subcontractor information under the column titled “Offeror’s

Volume, Chapter, Page & Para Proposal Ref” in the Cross Reference

Matrix (see Section L.14)

I. Section L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS is replaced in its entirety by the following:

**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)

52.216-01 TYPE OF CONTRACT (APR 1984)

Type of contract is 'Firm-Fixed Price (FFP) and Cost Reimbursable (CR) for Transition-In; Cost-Plus-Award-Fee (Completion) (CPAF) for Integrated Operations & Science Support; Cost-Reimbursement (CR) for R/V Nathaniel B. Palmer and R/V Laurence M. Gould Charters; Cost-Reimbursement (CR) for Land and Facilities at Christchurch, NZ; and, Cost-Reimbursement (CR) for Major Construction and Special Projects.’

52-217-5 EVALUATION OF OPTIONS (JUL 1990)

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

Room II-300

Arlington, VA 22230'

* + 1. 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**

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) – ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) The description of information and the required format are set out within RFP Section L.11.

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 CO will make their full text available. The offeror is cautioned that the listed provisions may include blanks 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 offer. Also, the full text of the FAR clauses 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 (OCT 2010) (TAILORED)**

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit certified cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, certified 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 accurate, complete and current cost or pricing data within the Calendar Days specified in the CO's request.

**L.2.2.2 FUNDING PROFILE**

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| FY\* | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 |
| $\*\* | 85.64 | 174.10 | 176.96 | 179.88 | 182.84 | 185.86 |
| FY\* (Continued) | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| $\*\* | 188.94 | 192.07 | 195.26 | 198.48 | 201.76 | 205.09 |
| FY\* (Continued) | 2024 | 2025 |  |  |  |  |
| $\*\* | 208.47 | 105.95 |  |  |  |  |

\*FY = Fiscal Year for the Federal Government.

\*\*Dollar amounts are in the millions.

**L.3** Reserved.

**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>

**L.5 COMMUNICATIONS REGARDING THIS SOLICITATION**

All communication shall be limited to the CO. Any communications in reference to this solicitation shall cite the solicitation number, appropriate page and/or section number of the solicitation, and shall be e-mailed exclusively to: [USAPrecompete@nsf.gov](mailto:USAPrecompete@nsf.gov)

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

**L.6.1 PROPOSAL PREPARATION AND SUBMISSION**

L.6.1.1 The offeror’s proposal should be specific, complete, and concise. Offerors are urged to examine this solicitation in its entirety and 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 by the offeror 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 of the contract requirements.

L.6.1.3 NSF may reject any proposal that fails to comply with the stated proposal instructions as incomplete and technically unacceptable. Information required for proposal evaluation which is not found in its designated volume and in the required format will be assumed to have been omitted from the proposal.

L.6.1.4 Calendar days, unless otherwise specified, will include Saturdays, Sundays, and legal Federal holidays. Unless specified otherwise, 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 the early proposal submission (see paragraph L.7). The entity shall be totally responsible for all contract requirements.

**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 II Technical (Management Approach, Technical Approach, and

Transition)

Volume III Past Performance

Volume IV Cost/Price

Volume V Extent of Participation of Small Disadvantaged Business Concerns

L.6.2.2 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; and
* 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 six (6) paper copies and ten (10) electronic copies on separate CD ROMs (compatible with MS Word 2003 or 2007) shall be provided. Each CD submitted shall include an external label with the Offeror’s name, date of proposal, the solicitation number and Volume 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.6.3.2Volume II, Technical, is limited to 250 pages. An original paper copy appropriately marked with fourteen (14) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with MS Word 2003 or 2007) shall be provided. Each CD submitted shall include an external label with the Offeror’s name, date of proposal, the solicitation number and Volume 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 shall be limited to three (3) pages each and are excluded from the 250 page limit.

L.6.3.3Volume 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 MS Word 2003 or 2007) shall be provided. Each CD submitted shall include an external label with the Offeror’s name, date of proposal, the solicitation number, and the Volume 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.6.3.4Volume IV, Cost/Price, 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 MS Word 2003 or 2007) shall be provided. Each CD submitted shall include an external label with the Offeror’s name, date of proposal, the solicitation number, and the Volume 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 25 pages. An original paper copy appropriately marked with nine (9) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with MS Word 2003 or 2007) shall be provided. Each CD submitted shall include an external label with the Offeror’s name, date of proposal, the solicitation number, and the Volume 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.6.3.6Items excluded from page count limits include volumes indicating “not page limited”; Award Fee Plan; Surveillance Plan(s); Performance Work Statement; 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. Also excluded from the page limit will be the organization charts, resumes, deployment matrix and project proposal forms. 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 applicable page limitation. The Award Fee Plan, Surveillance Plan(s) and Performance Work Statement shall not be page restricted regardless of their volume location. The number of key personnel for which resumes are submitted is not limited, however, the resumes themselves are limited to three (3) pages each.

L.6.3.7 Pages submitted in excess of page limitations will not be evaluated by NSF.

L.6.3.8 Reserved.

L.6.3.9 Page Set-Up/Font Size/Lines on Page. All volumes shall be prepared using Microsoft Office 2007. 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. Up to ten (10) 11 x 17 inch foldouts will be allowed in Volume II, Technical. Each foldout will be single-sided and will be counted as one page. Single-sided foldouts (11 x 17 inch) are permitted for Volume IV, Cost/Price, without page restriction. 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. Formulas, not values should be used in Excel spreadsheets, unless otherwise directed in the cost model instructions, where amounts are calculated in electronic versions. 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. 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 shall be single-sided and 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 CO 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 Reserved.

L.6.3.14 Department of Labor (DOL) Position Titles is replaced with the following:

The Service Contract Act (SCA) (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.

Offeror and subcontractor(s) shall identify in Attachment L- 13, Service Contract Act Determination Spreadsheet, offeror’s and subcontractor’s employee ID #, position titles, employee location such as headquarters and Port Hueneme, corresponding hourly wage rate and SCA information to include SCA wage determination location, wage determination #, wage determination date, occupation code, SCA position title, and SCA minimum wage rate. The offeror and subcontractor(s) shall indicate the variance amount between the offeror’s proposed hourly wage and the SCA hourly rate. **THIS REQUIREMENT IS MANDATORY.**

**L.7 Proposal Submission Information**

L.7.1 Updated proposals are due on or before December 6, 2010, 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. Proposals will not be accepted by e-mail. 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.

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 functions resume.

L.7.3Proposal information and volumes must be addressed and labeled as follows:

RFP Number: DACS08P2215

ATTENTION: NSF MAILROOM - DO NOT OPEN

DELIVER DIRECTLY TO ROOM 475

National Science Foundation

Division of Acquisition and Cooperative Support (DACS)

4201 Wilson Boulevard, Suite 475

Arlington, VA 22230

ATTN: Bart Bridwell, 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 CO 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. 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);
* 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 submit the following administrative information:

1. Completed and executed Standard Form (SF) 33, Solicitation, Offer and Award with an original signature along with completed Sections B through K. The person executing 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.
2. 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.
3. For RFP Sections B through K, you are cautioned to review these sections carefully and complete any necessary fill-ins and certifications. For example, proposed prices for each CLIN for the Base and Option periods in Section B must be inserted in the spaces provided, unless provided by the Government. Also, all attachments included under Section J need to be provided. Note that the PWS (Section J Attachment 2) and surveillance plans (Section J Attachments 1 and 8) to be provided by the offeror will be included in both Volume I and Volume II.
4. 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.
5. The offeror shall provide copies of updates to 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.
6. The offeror shall provide any changes to 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.
7. The offeror shall provide a narrative identifying any updates to administrative systems that are currently approved or in process being approved by the Government and the Cognizant Federal Agency (i.e., contracting/auditing activities). NSF reserves the right to verify any and all information with the Cognizant Federal Agency. Cognizant Federal Agency contact information shall be provided, including name of activity, point of contact, telephone number, address, fax number and e-mail address.
8. 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 a paragraph and/or a 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.

### RFP Exceptions Table to be completed by the offeror:

|  |  |  |  |
| --- | --- | --- | --- |
| **RFP Document (SOO, etc…)** | **RFP Page and Para** | **Requirement** | **Rationale for exception** |
|  |  |  |  |
|  |  |  |  |

**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 shall update the Management Plan that describes its management approach. The offeror shall demonstrate its understanding of the Program’s overall mission, objective, and requirements and its ability to manage all aspects of the contract in an efficient, effective, and optimized manner.

L.9.1.2 The offeror’s Management Plan shall include an organizational structure that breaks down to the appropriate level of supervision and key personnel to provide for efficient management of work. The narrative of the proposed organization shall describe lines of authority of the organization, the authority and responsibilities of key personnel, and the offeror’s proposed interfaces with its teaming partners and subcontractors. Offerors proposing subcontractors, teaming arrangements or joint ventures shall provide a narrative description of the subcontracting management approach. 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.

L.9.1.3 Offeror shall submit staffing matrix combining prime and subcontractor positions for the first full contract year. Organization chart should be prepared by position title; position number, by name, if available; by level of effort at each NSF Level 5 WBS.

L. 9.1.4 Offeror shall submit Deployment Matrix based on the first full contract year. The chart should identify personnel status by company, by week and by location such as McMurdo, Palmer, South Pole, research vessels. This chart may be combined with the staffing organization charts from L.9.1.3.

L.9.1.5The offeror shall address its staffing and key personnel approach supporting the USAP requirements. Offerors shall identify the specific key person proposed and provide a resume for each such individual. Each resume shall detail the individual’s education, experience, and other qualifications for the proposed position. Within the Management Plan, the offeror shall describe the responsibility, accountability, and decision-making authority vested within each proposed key personnel position. The offeror shall describe the key person’s working interfaces with NSF.

At a minimum, the offeror shall provide:

1. 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.
2. A description of its plan to obtain an appropriately skilled workforce including proposed executive, managerial, supervisory, and licensed professions, 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.
3. A description of the approach for ensuring the workforce continuously maintains the appropriate mix of critical skills and qualifications necessary to accomplish the work requirements over the life of the contract.
4. A narrative to discuss its approach for accommodating fluctuating workloads.

L.9.1.6The offeror shall propose surveillance plans appropriate for a hybrid contract type. These surveillance plans shall include an Award Fee Plan for the CPAF portion of the contract in both Volume I (under Section J, Attachment 1) and Volume II. The Surveillance Plan for non-CPAF portions of the contract shall be included in both Volume I (under Section J, Attachment 8) and Volume II. The Government will be providing sample basic information for these plans (See Section J, Attachments 1 and 8) which shall be supplemented by the offeror. The offeror’s surveillance plans 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 furnish metrics that are clear and relevant to performance and ease of assessment/ measurement.

L.9.1.7The Offeror shall provide a narrative that describes its quality management approach to ensure effective planning, operation, and control of processes and work activities. The plan should detail how the offeror will control the quality of the contract services delivered and how the proposed control mechanisms will enable the offeror to meet the priorities and performance expectations of NSF.

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

The offeror shall furnish a comprehensive and integrated technical proposal that includes a PWS (to be included in both Volume I (under Section J, Attachment 2) and Volume II formatted so that it corresponds with the WBS required by NSF addressing the methodology for achieving the contract objective and requirements of the five functional areas identified in the SOO. The offeror’s technical approach shall be proposed within the requirements cited in the SOO, taking into account proposed resources, costs, risk, schedule and applicable constraints. Within the technical proposal, the offeror shall identify the risks and propose risk mitigation strategies to achieve program success and a narrative providing the offeror’s rationale for determining which constraints were applicable. The offeror shall provide information that demonstrates the understanding of the USAP mission and the extent to which its innovative and creative approaches will streamline processes for greater effectiveness, enhanced efficiencies, and reduced costs. At a minimum, the technical proposal shall address the following functional areas:

1. Technical Management and Administration;
2. Science and Technical Project Services;
3. Information Technology and Communications;
4. Infrastructure, Operations, and Professional Services;
5. Transportation and Logistics.

NSF has identified in the cover letter that accompanied Amendment 007 activities from your initial proposal as efforts that may result in efficiencies and cost benefits. For each of these activities the offeror is required to prepare and submit the information detailed in Attachment L-15 with your updated proposal in Volume II. This information will be used to assess the technical merit of your proposal and its cost realism.

**L.9.3 TRANSITION-IN STATEMENT OF WORK (Volume II, Section 3)**

L.9.3.1 The offeror shall accomplish transition-in activities in accordance with Section J, Attachment 11, Transition-in Statement of Work, dated October, 2010. Proposed transition-in information shall address the activities as identified while minimizing disruptions and inefficiencies and maintaining uninterrupted services to the USAP. The transition-in work shall be accomplished on a firm-fixed price and cost reimbursement basis as indicated in SubCLINs 0001.A and 0001.B.

L.9.3.2 At a minimum, the offeror shall include transition-in information addressing the following:

1. mobilization of transition team;
2. establishment of central program office; and
3. execution and management of specific transition tasks.

L.9.3.3 Include a transition-in schedule in graphic format showing the timing and sequence of mobilization tasks. The transition-in schedule shall be accompanied by an explanatory narrative that addresses the following:

1. The offeror shall designate principal transition team members by name, position, start date, and responsibilities.
2. The offeror shall assume subcontracts, real property leases, other agreements, commercial air travel agreements, and other instruments that will impact the offeror’s ability to commence performance on the contract start date.
3. The offeror shall identify the risks to the transition-in effort and include mitigation and contingency plans in the event the transition-in cannot be executed on schedule.

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

L.10.1 Each offeror shall submit a past performance volume which identifies contracts with recent and relevant performance. Recent 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 same division of company doing the work; same critical subcontractor interaction. 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 maximum of five (5) contracts which meet the recent definition and are considered relevant to this requirement.

L.10.3 The offeror shall provide the following information in connection with each of the contracts identified in L.10.2 above:

* 1. Offeror’s or subcontractor’s Company/Division Name/Business Unit performing the work;
  2. Program Title;
  3. Address of the Government agency (Federal, state or local), contracting activity or company name;
  4. Contract/subcontract number;
  5. Contract type;
  6. Original contract dollar value and current contract dollar value, and a brief description for any difference;
  7. Current status of the contract (i.e., in-progress, completed);
  8. Final amount invoiced (if completed) or amount invoiced to date (if on-going);
  9. Date of contract award and period of performance (including option periods and award term periods, if applicable);
  10. A brief description of contract effort and the services performed;
  11. State performance responsibility as either prime contractor or subcontractor;
  12. Description of contract work and relevancy to the subject RFP requirements;
  13. Description of problems or obstacles encountered on the contract and corrective actions taken to resolve the problems or obstacles;
  14. Name, mailing address, e-mail address, telephone number, and fax number of the following contract references:
      1. CO or company business manager and Administrative CO, and
      2. COTR or company principal technical point of contact.

L.10.4 The Government reserves the right to contact the offeror’s references and any other parties in order to verify and obtain performance information.

L.10.5 The offeror shall complete the Past Performance Cover Letter (Attachment L-2) and forward this cover letter along with the Past Performance Questionnaire (Attachment L-3) to the references associated with the contracts identified under L.10.2. The Past Performance Questionnaire will be submitted by the reference directly to the NSF CO at the designated fax or e-mail address. The 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 NOTICE**

By submitting a proposal, the offeror grants the CO 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 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 COST AND PRICING INFORMATION**

Cost and Pricing Information (defined as “data other than certified cost or pricing data” in accordance with FAR 15.403-1(b) and 15.403-3(a)) shall be submitted for the prime and all subcontractors, except for subcontractors with proposed costs less than $1,000,000 per year and/or a total anticipated expenditure of $13,500,000 over the total contract period. Information shall be provided in the format set forth herein. Subcontractors wishing to protect proprietary cost information may submit their information directly to the NSF CO; however, they must comply with all RFP labeling requirements and other RFP requirements, i.e., formatting, minimum information, cost model template and cost model pricing instructions etc.. All information relating to the proposed cost/price including all required supporting documentation must be included in the Cost/Price volume. Cost/price information not submitted or not submitted in the required format will be assumed to have been omitted from the cost/price proposal. Offerors failing to submit cost and pricing information as defined herein (including any of the offeror’s subcontractors) may be ineligible for award per FAR 15.403-3(a)(4).

If, after receipt of proposals, the CO 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.

No exemption is granted for submission of cost and pricing information for commercial items.

**L.11.3 GENERAL INFORMATION**

**L.11.3.1 General Instructions**

This section contains general instructions specific to Volume IV Cost/Price Proposal. The offeror shall provide the following general information as an introduction to Volume IV:

* 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 estimated cost/fees (including Government-provide NTEs) set out by CLIN structure and Work Breakdown Structure (WBS);
  7. 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 CO 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
  8. Name, title and signature of authorized representative.

**L.11.3.2 Subcontractor Information Submittal Requirements**

In accordance with the pricing instructions provided below, it is the responsibility of the prime offeror to ensure cost and pricing data for all subcontractors (at all tiers) and interdivisional/intercompany transfers are provided in the required formats to the Government for evaluation.

For subcontractors who are submitting proprietary data directly to the government, it is the responsibility of the prime offeror to ensure those subcontractors are provided with Cost Model Final Template in Attachment L-10 and cost model pricing instructions in Attachment L-11. Such submission may be sent directly to the Government designee identified in Section L.7.3. It is the responsibility of the prime contractor to provide and ensure subcontractors utilize the Cost Model Final Template in Attachment L-10 for preparation of their cost proposal.

Non-proprietary information should be provided by the subcontractors to the offeror and be incorporated into the offeror’s submission. Second and third tier subcontractors should follow the same instructions with respect to higher level subcontractors.

Offeror and subcontractors together are responsible to ensure that the cost and pricing information if provided separately to the Government are consistent and amounts are in agreement.

The offeror shall provide the name of the subcontractor, support and services to be provided by the subcontractor with a description of work scope, the subcontract value, level of effort for the subcontract and the subcontract contract type. This information shall be provided in the cost proposal narrative. It is the responsibility of the offeror to establish cost reasonableness and cost realism of subcontractors’ proposals and to include a copy of the results of such analyses in its proposal.

**L.11.3.3 Interdivisional/Intercompany Transfer**

If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under the proposed contract, offeror shall provide the name and location of such affiliates and the intercompany pricing policy. Offeror shall separately identify costs and supporting data for each such entity proposed. The offeror’s bidding entity shall ensure cost and pricing data for each individual intercompany/interdivisional transfer is reflected in the offeror’s cost model in the same required format consistent with Section L.11.4.

**L.11.4 SUBMISSION OF COST MODELS**

Offeror shall present their cost and pricing information using Attachment L-9 Total Costs Prime Contractor and the WBS set forth therein, Attachment L-10, Cost Model Final Template and in accordance with the cost model pricing instructions in Attachment L-11. Subcontractors submitting proprietary information directly to the government designee need to complete Attachment L-10, Cost Model Final Template only.

**L.11.5 COGNIZANT FEDERAL AGENCY**

Provide the following information on the cognizant Government audit agency (i.e., DCAA) and, if applicable, Government contract administration agency (i.e., DCMA):

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

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

**L.11.6 CONTENT OF VOLUME IV, COST/PRICE**

Offerors should include an overall Table of Contents for Volume IV, Cost/Price.

Offeror should also reference the section entitled, Supplemental Information, in the Contracting Officer’s cover letter that accompanied Amendment 7.

**L.11.6.1 SECTION 1 - BASIS OF THE ESTIMATE**

**L.11.6.1.1 General Explanation of Section 1**

This section explains the methodology and assumptions used in preparing the estimated cost and pricing information contained in the proposal. Offerors should ensure this section adequately explains how the Cost/Price proposal was developed. Cost/price estimates should include a clear description of the rationale used to develop the estimates. The rationale must describe the process and assumptions used in preparation of the estimates.

The following types of information should be included in this section: labor rates, labor hours per year, labor category mix, fringe benefit rates and bases, explanation of fringe benefits provided to employees, overhead and G&A or indirect cost rates and application bases, escalation rates and assumptions, costing of interdivisional transfers, and the method of costing special cost items. Offerors should include updates to applicable business systems, such as accounting, billing, estimating, purchasing, etc . . ., which would aid in understanding the proposal preparation process. Offerors should explain any assumptions made regarding the use of Government Furnished Equipment (GFE), Government Furnished Property (GFP) and or Government Furnished Software (GFS) on this contract.

**L.11.6.1.2 Offerors should ensure Section 1 includes the following:**

a) Table of Contents; summary descriptions of estimating, purchasing, and accounting systems; changes to estimating, accounting practices, Cost Accounting Standards (CAS) Disclosure Statement and any changes to the CAS Disclosure Statement for the proposed effort; and, any other required information not included in Sections 2 and 3.

1. Estimating Methodology - 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.
2. 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.
3. 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.
4. Accounting System – Provide a summary description of the offerors accounting system and chart of accounts (how costs are accumulated and charged to project cost accounts). Also, identify any deviations from standard procedures used in preparing this proposal.
5. Direct labor – Provide hourly labor rates for the labor categories proposed. Clearly indicate any algorithm or calculations used to compute the proposed direct labor rates and show how the proposed rates compare to current employees’ or category rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary for named individuals, survey data or anticipated new-hires etc. Offeror shall show how company categories are mapped to the proposed position categories to include blended rates or weighted averages. If direct labor bid rates are recognized by the ACO and DCAA for forward pricing purposes, offeror shall provide copies of such agreement(s) in the proposal.
6. Labor Category Skill Mix - Explain how the proposed labor category/skill mix has been derived. Provide a 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. Labor category proposed will be assessed based on appropriateness for the task and reflect a clear understanding of the contract requirements.
7. Define the number of hours per FTE man year. Offeror shall provide detailed rationale on how labor hours have been estimated. Provide an explanation where special arrangement for shift time duty or other requirements are necessary. If labor hours have been estimated based upon other than past experience, provide detailed rationale on how they have been estimated.
8. Description of compensation package to include the types of bonuses offered and other non-monetary consideration. The offeror shall address uncompensated overtime, Compensation will be considered in terms of its impact upon recruiting, retention and cost realism. Offeror will be assessed in its ability to provide uninterrupted high-quality work. Compensation levels should reflect a clear understanding of the contract effort and offeror’s capability of the proposed compensation structure to obtain and retain suitably qualified personnel. Offeror shall also describe the basis of employee’s weekly pay.
9. Offeror shall address premium pay. Premium pay may be defined as pay added to an employee's base salary on a contingent basis in recognition of special requirements, conditions, or circumstances associated with the job. Premium pay may include but not limited to shift premium, different types of bonus such as sign on bonus, completion bonus, performance bonus etc offered under the USAP program and hardship pay.
10. Overhead, G&A and indirect rates - provide a schedule of offeror’s indirect rates and explain the allocation bases. Offeror shall provide the rationale and other factors used to develop the proposed indirect rates which are utilized to cost the proposal. Offeror shall identify indirect rates that have been approved by a Government audit agency for forward pricing and provide a copy of rate agreements. Offeror shall furnish the name and address of the cognizant government agency and the name of the reviewing official if the rates have been previously accepted by a Government agency. If not approved, offeror shall state the basis of the proposed rate such as previous year’s actual, current fiscal year-to-date, business plan etc. Offeror shall submit calculations to demonstrate how indirect rates by offeror’s fiscal years are composited to map to contract years.
11. Fringe Benefits – Describe fringe packages made available to the USAP program and their allocation bases. Include the fringe benefit rates by class or category of employees.
12. Subcontractor Rates – Offeror shall include in the proposal, a schedule showing all proposed subcontractor direct and indirect rates by subcontractor fiscal years mapped to corresponding contract years. If subcontractor rates are not available due to their proprietary nature, these companies shall submit their rate information directly to the NSF CO referencing this solicitation number and must comply with all other submittal requirements mentioned above. .
13. Escalation factor - escalation factors should take into consideration inflation, merit increase, promotion, and attrition etc.
14. Travel – If offeror elects not to use the budgetary estimate for travel in Attachment L-14, offeror shall propose travel by identifying the types of travel, number of trips, number of travelers, destinations, and purpose of the trip, per diem costs and air fare and any other travel related costs.

p) Other information such as identifying Government Furnished Property/Government Furnished Equipment (GFP/GFE), base support, inflation rate summary, or currency conversion not provided in the solicitation. List any exception to the solicitation and any assumptions made in the proposed approach. Provide complete rationale for any exceptions and/or assumptions.

**L.11.6.2 SECTION 2 - COST AND PRICING INFORMATION**

**L.11.6.2.1 General Explanation of Section 2**

Present cost and pricing information and the WBS set forth therein using Attachment L-10, Cost Model Final Template and in accordance with the cost model pricing instructions in Attachment L-11. Completion of Attachment L-9, Total Costs Prime Contractor, is applicable to the Offeror only. Cost model shall be submitted in an electronic copy format.

**L.11.6.2.2 Content of Section 2**

1. Table of Contents.
2. Cost Model – The offeror and all subcontractors shall utilize the cost model and cost model instructions, provided in Attachment L-10, L-11 to estimate the total cost (including all costs and fees) to the Government over the performance period (including basic and all options). Completion of Attachment L-9, Total Cost Prime Contractor, is applicable to the Offeror only. The Cost Model shall be submitted in electronic copies only. The basis of estimate (BOE) information used to calculate the total cost shall be included. The Cost Model and BOE information shall track between the proposed PWS and NSF Work Breakdown Structure (WBS) and shall cross reference to the SOO functional areas, the Technical Proposal and CLINs along with the otherrequired area set out in the Cross Reference Matrix (See paragraph L-14). The Cost Model shall reflect the offeror’s overall technical solution.

c) Other cost element(s) in compliance with offeror’s approved CAS disclosure statement such as service center charge for program management office; material handling or other allocated costs shall be combined in the “other allocated cost” column and not added to the spreadsheet as new column(s). Offeror may submit a separate spreadsheet identifying the cost build up by contract years for “other allocated cost” . Additional spreadsheets showing cost buildup by contract years may also be used for fringe calculations, premium pay, subcontracted cost that are based on fixed unit price, firm fixed price subcontracts as applicable.

d) Offeror and all subcontractor shall identify in Attachment L- 13, Service Contract Act Determination Spreadsheet, Offeror’s and Subcontractor’s employee ID #, position titles, employee location such as headquarters, Port Hueneme, corresponding hourly wage rate and SCA information to include SCA wage determination location, wage determination #, wage determination date, occupation code, SCA position title, SCA minimum wage rate. Offeror and subcontractor shall indicate the variance amount between offeror’s proposed hourly wage and SCA hourly rate.

e) All Subcontractors and Interdivisional/Intercompany Transfers - Submit a list of the proposed subcontractors and interdivisional transfers showing (a) the supplier, (b) a description of the effort and work scope, (c) type of contract, and (d) cost/price included in the offeror’s cost model to the Government or separately submitted by the subcontractor to the government designee.

1. Address costs associated with subcontracts, leases, and charters that will be managed.

g) Attachment L-14 provides information on budgeted operation and maintenance non-labor direct costs for the first full contract year. Offeror may use these figures in their proposal in lieu of itemized estimates. Offeror may also choose to estimate non-labor direct costs using NSF’s supplied information as a baseline and demonstrate any efficiencies resulting from offeror’s proposed approach to work. Efficiencies may be demonstrated through the use of historical data, cost estimating relationships, comparisons with similar contract efforts, trade studies or any other means that supports any decrement from the NSF supplied information.

h) Offerors shall price the sample Bill of Material (BOM) provided in Attachment L-12. NSF will use this information as part of its assessment of cost reasonableness. Quantities assumed by NSF is for this limited purpose only. This is not to be used for proposal pricing.

**L.11.7.3 SECTION 3 - OTHER COSTING INFORMATION**

**L.11.7.3.1 General Explanation of Section 3**

a) This section shall include other information necessary to verify and evaluate the cost proposal and assumptions identified in Sections 1 and 2 above. Included within this section should be: financial statements from the previous three (3) completed fiscal years, the most current Cost Accounting Standards (CAS) Disclosure Statement, any adequacy and/or non-compliance determinations, corrective action plans instituted to mitigate non-compliance issues, any recent (within the last 3-5 years) Cognizant Federal Agency approvals of business systems (such as accounting, billing, estimating, purchasing, and etc), copies of negotiated Indirect Cost rate and forward pricing agreements, audit reports and required certifications and representations (items required by Section K).

b) Excluded from Section 3 are costs associated with assignable subcontracts, charters, and leases which the offeror will assume and costs associated with Government-provided NTEs. Also excluded are subcontracts with a proposed cost of $1,000,000 or less and/or total anticipated expenditures less than $13,500,000 over the total contract period.

**L.11.7.3.2 Contents of Section 3**

Offerors should ensure Section 3 includes the following:

1. In accordance with FAR 15.404-3(b), regarding subcontract pricing considerations, the prime contractor or subcontractor shall –
2. Conduct appropriate cost or pricing analyses to establish the reasonableness of proposed subcontract prices;
3. Include the results of these analyses in the price proposal; and

(3)The results of these analyses should demonstrate how offeror arrives at fair and reasonableness determination of subcontract prices.

1. Information on the offeror and subcontractors’ financial condition. 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. Offeror shall discuss financial guarantee, if offered by parent company.

c) A copy of the most recent Cost Accounting Standards (CAS) 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.

d) Identify, 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; 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;

e) Explain any aspect of this proposal that is inconsistent with the organization’s disclosed practices or applicable CAS. Include corrective action plans and mitigation efforts to address inadequate or inconsistent CAS Disclosure Statements or reports of non-compliance;

f) Explain fringe benefits provided and fringe benefit rates. Include the calculations for each class of employee if different fringe benefit rates are used.

g) Copies of most current negotiated or approved indirect cost rate agreements (or Overhead and G&A rates) and any approved forward pricing rate agreements.

h) Indicate whether the Cognizant Federal Agency has approved the following systems and if so, provide a copy of most current approval letters: Estimating System, Billing System, Accounting Systems, Purchasing System, Property Management System, and any other relevant business or financial systems; audit reports or reviews of systems referenced above.

**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 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 subcontract dollar percentage of total contact 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 total contract dollar amount proposed will be compared to total subcontract dollars proposed to determine a percentage of total subcontract dollars for each of the categories:

Total Small Business 28.3%

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.

1. **13 CROSS REFERENCING**

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.

**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. All RFP references in the cross reference matrix shall be for informational purposes. In particular, 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 Section M of the solicitation.

Columns are listed in no particular order. Information listed in one particular row under any one column should cross reference to other applicable columns within that row. “Not applicable” or “N/A” should be annotated in any row of any column where there is no relevant cross reference which pertains to information provided under other columns in the same row. An example of the Cross-Reference Matrix headings which should be completed by the offeror in an MS Excel format is shown below:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **RFP SOO Para**  **Ref** | **PWS**  **Ref** | **WBS Ref** | **Offeror’s Volume, Chapter, Page & Para Proposal Ref** | **RFP Ref**  **Including Section & Para (not covered by another RFP ref column)** | **CLIN**  **Ref** | **Section F Deliverable Ref** | **RFP Section L**  **Para Ref** | **RFP Section M**  **Para Ref** | **EN Ref Number** |

**L.15 OFFER ACCEPTANCE PERIOD**

The minimum offer acceptance period is 365 calendar days after the required date for receipt of the offeror’s updated proposal.

**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 are 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.

1. **20 NON-FEDERAL PERSONNEL SUPPORT**

Offerors are advised that NSF support contractor personnel may provide advice and assistance to the Government during the evaluation of proposals. These persons shall be authorized access to those portions of the proposal data and discussions that are necessary to enable them to provide advice. 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.

1. **21 RESPONSIBLE PROSPECTIVE CONTRACTORS**

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 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 with the exception of Government-lead site visits. 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.23 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 Government Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgement of receipt from National Science Foundation, Division of Acquisition and Cooperative Support, 4201 Wilson Boulevard, Room II-300, Arlington, VA 22030, ATTN: CO. 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.24 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. The exceptions to the above are for (i) approved 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) maintenance, testing and calibration services, and (iii) other activities as approved by the CO.

# L.25 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 CO in writing with supporting rationale.

**L.26 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 CO, selection official, or COTR. 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 CO 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).

c) If resolution cannot be made by the CO, 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/dcca/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 CO.

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 NSF 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 may be found at [www.sba.gov/ombudsman](http://www.sba.gov/ombudsman).

**L.27 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 (not applicable to Amendment 007)

Attachment L-5 – Work Breakout Structure (not applicable to Amendment 007)

Attachment L-6 – WBS Sample (not applicable to Amendment 007)

Attachment L-7 – List of Acronyms

Attachment L-8 – Crosswalk (not applicable to Amendment 007)

Attachment L-9 – Total Costs Prime Contractor

Attachment L-10 – Cost Model Final Template

Attachment L-11 – Cost Model Pricing Instructions

Attachment L-12 – Bill of Material

Attachment L-13 – Service Contract Act Determination Spreadsheet

Attachment L-14 – NSF WBS with Non Labor Budget Estimate

Attachment L-15 – Project Proposal Form

# J. SECTION M - EVALUATION FACTORS FOR AWARD

1. Sub-paragraph M.6.1.3, Subfactor 3 – Transition,is replaced with the following:

**M.6.1.3 Subfactor 3 – Transition-In**

The Government will assess the transition-in schedule and related activities for effectiveness in minimizing disruptions and inefficiencies while maintaining uninterrupted services to the USAP during contract performance.