

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER	PAGE 1 OF 89
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER NND11372962R	6. SOLICITATION ISSUE DATE 12/3/2012	
7. FOR SOLICITATION INFORMATION CALL ▶		a. NAME Corey Porter, Contract Specialist	b. TELEPHONE NUMBER (No collect calls) 661-276-2219	8. OFFER DUE DATE/ LOCAL TIME 1/3/2013 4:00 PM	
9. ISSUED BY NASA Dryden Flight Research Center P.O. Box 273 M/S D-1422 CDP Edwards, CA 93523-0273		CODE DFRC	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 561210 SIZE STD: 33.5	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	12. DISCOUNT TERMS
15. DELIVER TO Same as Block 9		CODE DFRC	16. ADMINISTERED BY Same as Block 9		
17a. CONTRACTOR/OFFEROR		CODE	18a. PAYMENT WILL BE MADE BY NASA Shared Services Center (NSSC) Building 1111 Stennis Space Center, MS 39529		
TELEPHONE NO.		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Provide Facilities Operations and Maintenance Services at NASA Dryden Flight Research Center in Edwards, CA and Dryden Aircraft Operations Facility in Palmdale, CA as specified in the PWS dated 6 October 2011. (Use Reverse and/or Attach Additional Sheets as Necessary)				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

STANDARDFORM 1449

NND11372962R

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
PARTIAL	FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>		
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY				
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

STANDARD FORM 1449 (REV. 4/2002) BACK

STANDARD FORM 1449 CONT'D (BLOCK 20)

CLIN Structure

The Contractor must provide all management, supervision, labor, materials, supplies and equipment (except as otherwise provided), and shall plan, schedule, coordinate and assure effective performance of all services described herein.

The Contractor must provide facility operations, maintenance, repair, janitorial services, grounds-keeping services, and other directly related miscellaneous services for all facilities (buildings, utilities, structures and related systems) and assets (equipment and utility infrastructure) at National Aeronautics and Space Administration's (NASA) Dryden Flight Research Center (DFRC) and Dryden Aircraft Operations Facility (DAOF). in accordance with the requirements of this solicitation.

OPTION TO EXTEND

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the contracting officer may exercise the following option(s) by issuance of a unilateral contract modification.

PHASE IN PERIOD

There will be a 30 day Phase In period from **March 1, 2013** through **March 31 2013**.

BASE PERIOD

The period of performance of this contract shall be from **April 1, 2013** through **September 30, 2013**.

FIRST OPTION PERIOD

If the option is exercised, the contract shall be extended from **October 1, 2013** through **September 30, 2014**.

SECOND OPTION PERIOD

If the option is exercised, the contract shall be extended from **October 1, 2014** through **September 30, 2015**.

THIRD OPTION PERIOD

If the option is exercised, the contract shall be extended from **October 1, 2015** through **September 30, 2016**.

FOURTH OPTION PERIOD

If the option is exercised, the contract shall be extended from **October 1, 2016** through **September 30, 2017**.

FIFTH OPTION PERIOD

If the option is exercised, the contract shall be extended from **October 1, 2017** through **March 31, 2018**.

Facilities Operations & Maintenance Services CLIN Structure

Block 19	Block 20	Block 21	Block 22	Block 23	Block 24
Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
1	PHASE IN PERIOD (Mar 1, 2013 – Mar 31, 2013) Phase-In	30	Days	\$	\$ 25,000.00
2	BASE PERIOD (Apr 1, 2013 – Sep 30, 2013) DFRC Core Facilities Preventative Maintenance and Predictive testing	12	MO	\$	\$
3	BASE PERIOD (Apr 1, 2013 – Sep 30, 2013) DFRC Core Facilities Janitorial Services	12	MO	\$	\$
4	BASE PERIOD (Apr 1, 2013 – Sep 30, 2013) DFRC Core Facilities Grounds Maintenance	12	MO	\$	\$
5	BASE PERIOD (Apr 1, 2013 – Sep 30, 2013) DAOF Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
6	BASE PERIOD (Apr 1, 2013 – Sep 30, 2013) DAOF Janitorial Services	12	MO	\$	\$
7	BASE PERIOD (Apr 1, 2013 – Sep 30, 2013) DAOF Grounds Maintenance	12	MO	\$	\$
8	BASE PERIOD (Apr 1, 2013 – Sep 30, 2013) Utility Outage Support	12	MO	\$	\$

Block 19	Block 20	Block 21	Block 22	Block 23	Block 24
Item No.	Schedule of supplies/Services	Quantity	Unit	Unit Price	Amount
BASE PERIOD (Apr 1, 2013 – Sep 30, 2013)					
9	Trouble Calls & Service Requests Enter Quantity and Unit Price	1	LOT	\$	\$
BASE PERIOD (Apr 1, 2013 – Sep 30, 2013)					
10	DFRC Non-Core Facilities Grounds Maintenance	12	MO	\$	\$
BASE PERIOD (Apr 1, 2013 – Sep 30, 2013)					
11	DFRC Non-Core Facilities Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
BASE PERIOD (Apr 1, 2013 – Sep 30, 2013)					
12	DFRC Non-Core Facilities Janitorial Services	12	MO	\$	\$
BASE PERIOD (Apr 1, 2013 – Sep 30, 2013)					
13	IDIQ Repair Services	1	LOT	\$	\$ 350,000.00

BASE PERIOD TOTAL: \$ _____

Block 19 Item No.	Block 20 Schedule of supplies/Services	Block 21 Quantity	Block 22 Unit	Block 23 Unit Price	Block 24 Amount
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
102	DFRC Core Facilities Preventative Maintenance and Predictive testing	12	MO	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
103	DFRC Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
104	DFRC Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
105	DAOF Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
106	DAOF Janitorial Services	12	MO	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
107	DAOF Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
108	Utility Outage Support	12	MO	\$	\$

Block 19	Block 20	Block 21	Block 22	Block 23	Block 24
Item No.	Schedule of supplies/Services	Quantity	Unit	Unit Price	Amount
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
109	Trouble Calls & Service Requests Enter Quantity and Unit Price	1	LOT	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
110	DFRC Non-Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
111	DFRC Non-Core Facilities Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
112	DFRC Non-Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 1 (Oct 1, 2013 – Sep 30, 2014)					
113	IDIQ Repair Services	1	LOT	\$	\$ 350,000.00

OPTION PERIOD 1 TOTAL: \$ _____

Block 19 Item No.	Block 20 Schedule of supplies/Services	Block 21 Quantity	Block 22 Unit	Block 23 Unit Price	Block 24 Amount
OPTION PERIOD 1 (Oct 1, 2014 – Sep 30, 2015)					
202	DFRC Core Facilities Preventative Maintenance and Predictive testing	12	MO	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
203	DFRC Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
204	DFRC Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
205	DAOF Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
206	DAOF Janitorial Services	12	MO	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
207	DAOF Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
208	Utility Outage Support	12	MO	\$	\$

Block 19	Block 20	Block 21	Block 22	Block 23	Block 24
Item No.	Schedule of supplies/Services	Quantity	Unit	Unit Price	Amount
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
209	Trouble Calls & Service Requests Enter Quantity and Unit Price	1	LOT	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
210	DFRC Non-Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
211	DFRC Non-Core Facilities Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
212	DFRC Non-Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 2 (Oct 1, 2014 – Sep 30, 2015)					
213	IDIQ Repair Services	1	LOT	\$	\$ 350,000.00

OPTION PERIOD 2 TOTAL: \$ _____

Block 19	Block 20	Block 21	Block 22	Block 23	Block 24
Item No.	Schedule of supplies/Services	Quantity	Unit	Unit Price	Amount
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
302	DFRC Core Facilities Preventative Maintenance and Predictive testing	12	MO	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
303	DFRC Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
304	DFRC Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
305	DAOF Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
306	DAOF Janitorial Services	12	MO	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
307	DAOF Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
308	Utility Outage Support	12	MO	\$	\$

Block 19	Block 20	Block 21	Block 22	Block 23	Block 24
Item No.	Schedule of supplies/Services	Quantity	Unit	Unit Price	Amount
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
309	Trouble Calls & Service Requests Enter Quantity and Unit Price	1	LOT	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
310	DFRC Non-Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
311	DFRC Non-Core Facilities Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
312	DFRC Non-Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 3 (Oct 1, 2015 – Sep 30, 2016)					
313	IDIQ Repair Services	1	LOT	\$	\$ 350,000.00

OPTION PERIOD 3 TOTAL: \$ _____

Block 19	Block 20	Block 21	Block 22	Block 23	Block 24
Item No.	Schedule of supplies/Services	Quantity	Unit	Unit Price	Amount
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
402	DFRC Core Facilities Preventative Maintenance and Predictive testing	12	MO	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
403	DFRC Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
404	DFRC Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
405	DAOF Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
406	DAOF Janitorial Services	12	MO	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
407	DAOF Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
408	Utility Outage Support	12	MO	\$	\$

Block 19	Block 20	Block 21	Block 22	Block 23	Block 24
Item No.	Schedule of supplies/Services	Quantity	Unit	Unit Price	Amount
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
409	Trouble Calls & Service Requests Enter Quantity and Unit Price	1	LOT	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
410	DFRC Non-Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
411	DFRC Non-Core Facilities Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
412	DFRC Non-Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 4 (Oct 1, 2016 – Sep 30, 2017)					
413	IDIQ Repair Services	1	LOT	\$	\$ 350,000.00

OPTION PERIOD 4 TOTAL: \$ _____

Block 19	Block 20	Block 21	Block 22	Block 23	Block 24
Item No.	Schedule of supplies/Services	Quantity	Unit	Unit Price	Amount
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
502	DFRC Core Facilities Preventative Maintenance and Predictive testing	12	MO	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
503	DFRC Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
504	DFRC Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
505	DAOF Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
506	DAOF Janitorial Services	12	MO	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
507	DAOF Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
508	Utility Outage Support	12	MO	\$	\$

Block 19 Item No.	Block 20 Schedule of supplies/Services	Block 21 Quantity	Block 22 Unit	Block 23 Unit Price	Block 24 Amount
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
509	Trouble Calls & Service Requests Enter Quantity and Unit Price	1	LOT	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
510	DFRC Non-Core Facilities Grounds Maintenance	12	MO	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
511	DFRC Non-Core Facilities Preventive Maintenance & Predictive Testing & Inspection	12	MO	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
512	DFRC Non-Core Facilities Janitorial Services	12	MO	\$	\$
OPTION PERIOD 5 (Oct 1, 2017 – Mar 31, 2018)					
513	IDIQ Repair Services	1	LOT	\$	\$ 350,000.00

OPTION PERIOD 5 TOTAL: \$ _____

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CONTRACT CLAUSES/ PROVISIONS

FAR CLAUSES INCORPORATED BY REFERENCE

CLAUSE TITLE AND DATE

52.202-1 Definitions (Jul 2004)
52.203-3 Gratuities (APR 1984)
52.203-5 Covenant Against Contingent Fees (APR 1984)
52.203-7 Anti-Kickback Procedures (OCT 2010)
52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT2010)
52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)
52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)
52-209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)
52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (MAY 2011)
52.217-2 Cancellation Under Multi-year Contracts (OCT 1997)
52.222-22 Previous Contracts and Compliance Reports (FEB 1999)
52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.222-25 Affirmative Action Compliance (APR 1984)
52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6 Drug-Free Workplace (MAY 2001)
52.223-10 Waste Reduction Program (MAY 2011)
52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)
52.223-19 Compliance With Environmental Management Systems (MAY 2011)
52.227-1 Authorization and Consent, Alternate I (Apr 1984)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.228-5 Insurance -- Work on a Government Installation (Jan 1997)
52.229-3 Federal, State, and Local Taxes (APR 2003)
52.232-9 Limitation on Withholding of Payments (Apr 1984)
52.232-17 Interest (Oct 2010)
52.232-18 Availability of Funds (APR 1984)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
52.237-3 Continuity of Services (JAN 1991)
52.242-13 Bankruptcy (JUL 1995)
52.245-1 Government Property (Aug 2010)
52.245-9 Use and Charges (AUG 2010)
52.246-20 Warranty of Services (MAY 2001)
52.246-25 Limitation of Liability -- Services (FEB 1997)
52.253-1 Computer Generated Forms (JAN 1991)

NFS CLAUSES INCORPORATED BY REFERENCE

CLAUSE TITLE AND DATE

1852.203-70 Display of Inspector General Hotline Posters (JUN 2001)
1852.209-71 Limitation of Future Contracting (DEC 1988)
1852.219-74 Use of Rural Area Small Businesses (SEP 1990)

1852.223-71 Frequency Authorization (DEC 1988)
1852.223-75 Major Breach of Safety or Security. (FEB 2002) -- Alternate I (FEB 2006)
1852.223-76 Federal Automotive Statistical Tool Reporting (JUL 2003)
1852.237-70 Emergency Evacuation Procedures (DEC 1988)
1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (JAN 2011)
1852.245-77 List of Government Property Furnished Pursuant to FAR 52.245-2 (JAN 2011)

FAR CLAUSES INCORPORATED BY FULL TEXT

52.212-4 Contract Terms and Conditions -- Commercial Items (Feb 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered;
and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include:

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-- Commercial Items. (APR 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

[X] (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

[X] (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

[X] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

___ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (July 2010) of 52.219-9.

[X] (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

[X] (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

[X] (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

[X] (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[X] (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

[X] (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

[X] (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

[X] (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

[X] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

[X] (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[X] (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[X] (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

___ (ii) Alternate I (Dec 2007) of 52.223-16.

[X] (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

[X] (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

[X] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

[X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

[X] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End of Clause)

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$2,500;

(2) Any order for a combination of items in excess of \$150,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _____ days after issuance, with written notice stating the Contractor's intent not to ship the

item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____ *[insert date]*.

(End of Clause)

52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days prior to the expiration of the contract.

(End of clause)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

* The following fill ins will be complete at time of award

52.219-11 Special 8(a) Contract Conditions (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the NASA DFRC the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the NASA DFRC shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the NASA DFRC.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the NASA DFRC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

52.219-12 Special 8(a) Subcontract Conditions (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. 0942/12/203081 with the NASA DFRC to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The _____ [*insert name of subcontractor*], hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. 0942/12/203081 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the NASA DFRC with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the NASA DFRC.

(4) That it will notify the NASA DFRC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the NASA DFRC.

(End of clause)

52.219-17 Section 8(a) Award (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the NASA DFRC the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NASA DFRC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NASA DFRC.

(End of clause)

* The following fill ins will be complete at time of award

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (JUN 2003) –

a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The _____ *[insert name of SBA's contractor]* will notify the NASA DFRC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u>	<u>% OF HOURLY AS FRINGE</u>
Janitor (WG-2)	\$12.40	36.25%
Laborer, Grounds Maintenance (WG-3)	\$13.00	36.25%
Fire Alarm System Mechanic (WG-10)	\$23.03	36.25%
Gardener (WG-6)	\$13.56	36.25%
Window Cleaner (WG-3)	\$13.12	36.25%
Tractor Operator (WG-5)	\$15.42	36.25%
Electrician, Maint. (WG10)	\$26.52	36.25%
HVAC Mechanic (WG-10)	\$21.88	36.25%

WAGE DETERMINATION:

Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this solicitation **MUST BE PAID** the minimum monetary wage and shall be furnished fringe benefits in accordance with the current wage determination/s.

(End of Clause)

52.223-11 Ozone-Depleting Substances (May 2001)

(a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to hydro chlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of Clause)

52.232-99 Providing Accelerated Payment to Small Business Subcontractors (DEVIATION)

The contracting officer shall insert the following clause in all solicitations and resultant contracts.

Providing Accelerated Payment to Small Business Subcontractors (DEVIATION 2012-00014) (August 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

52.245-2 Government Property Installation Operation Services. (AUG 2010)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, stolen, damaged or destroyed Government property. If any or all of the Government property is lost, stolen, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: "The Government property provided under this clause is identified in clause 1852.245-77 of this contract."

(End of clause)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____. [*insert regulation name*] (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

NFS CLAUSES INCORPORATED BY FULL TEXT

CLAUSE	TITLE AND DATE
---------------	-----------------------

1852.215-84 Ombudsman (NOV 2011)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

1852.216-78 FIRM FIXED PRICE (DECEMBER 1988)

The total firm fixed price of this contract is *

***TO BE COMPLETED AT TIME OF AWARD**

(End of clause)

1852.223-70 Safety and Health (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) The public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

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

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

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

1852.235-71 KEY PERSONNEL AND FACILITIES (MARCH 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

1. Site Manager
2. Site Supervisor
3. Mechanical Lead
4. Electrical Lead
5. Fire Technician Lead
6. HVAC Lead

(End of clause)

1852.242-70 TECHNICAL DIRECTION (SEPTEMBER 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be

technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--
- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUGUST 1992)

- (a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

ALTERNATE I (SEPTEMBER 1989)

- (c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site

personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

ALTERNATE II (OCTOBER 2000)

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

CONTRACT DOCUMENTS AND EXHIBITS

Performance Work Requirements

Dryden OM Performance Work Statement

Included in Performance Work Requirements:

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J-C46 Pressure Vessels and Pressurized Systems Safety_DCP-S-065	C-75
J-C47 Communication of Chemical Hazards_DCP-S-066	C-75
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CLIENT AUTHORIZATION LETTER

Date

Dear Client:

We are currently responding to the NASA Dryden Flight Research Center's Request for Proposal for the procurement of Facilities Maintenance Services.

NASA Dryden Flight Research Center is placing increased emphasis in its procurements on relevant experience and past performance as a source selection factor. A requirement of this solicitation is that clients of entities responding to this RFP are identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

Please complete the enclosed Past Performance Questionnaire and forward it directly to NASA Dryden Flight Research Center, Attn: Sarah L. Saunders, Contracting Officer, Edwards, CA 93523, telephone 661-276-6244.

A response to this questionnaire is requested to the above address by MM/DD/YY.

We have identified Mr./Ms. _____ of your organization as the point of contact based on that person's knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

Enclosure

PAST PERFORMANCE QUESTIONNAIRE

1. IDENTIFICATION OF EVALUATOR

Contracting Agency/Company Name: _____

Address: _____

City/State/Zip: _____

Point of Contact: _____ Title: _____

Phone: _____ Fax: _____

2. CONTRACTOR'S HISTORICAL DATA

A. Contractor: _____

B. Contract #: _____

C. Contract Type: _____

Competitive () Yes () No
Follow-On () Yes () No

If Award Fee, provide overall award fee rating: _____

D. Total Period of Performance: _____

E. Place of Performance: _____

F. Contract Cost at Award: _____

G. Current Contract Cost: _____

H. Total level-of-effort: _____
(Work-years)

I. Contract Purpose (e.g., support service, R&D, etc.)? _____

Contract Award Date: _____ Period of Performance: _____

Total Contract Value: _____ Value of Contractor's Share: _____

J. Was the contractor a prime contractor? Yes no; or subcontractor? Yes no
Competitive? Yes no
Follow-on? Yes no

K. If this is/was an award fee contract, please provide award fee percentages earned for the last year. Please provide the rating scale used to determine such percentages.

_____ %
_____ %
_____ %
_____ %

L. (a) Is the contract currently in an overrun situation? Yes no
L. (b) Is the contract currently in an under run situation? Yes no

If yes, please explain (please address any overruns in direct and indirect overhead rates and their impact on overall cost performance):

L. (c) Identify and explain any serious performance problems, any terminations for default, any environmental violations, and any safety violations cited.

L. (d) Explain any completion delays.

M. Please provide the program title and the nature of the effort (i.e., describes the scope of the effort, the type of tasks involved, labor skills used, and products/support delivered).

N. Briefly describe issue(s) and resolution(s) with any labor/management problems.

O. Check below the functional area services provided by the Contractor. List other services as applicable. (Check all that apply.)

Facilities Maintenance Repair and Operation Services	Check
1. Electrical	
2. High Voltage Electrical (Greater than 600 Volts)	
3. Mechanical Systems	
4. Plumbing	
5. Pipe Fitting	
6. Utilities Services	
7. Heating, Ventilating, Air Conditioning & Refrigeration (HVAC/R)	
8. Pavement Repair and Maintenance	
9. Performed Reliability Centered Maintenance (RCM)	
10. Operated a Computerized Maintenance Management System (CMMS)	
11. Operated a MAXIMO CMMS	
12. Operated Facility Management Control System high volume input, output and control of critical & non-critical equipment including Fire Safety systems	
13. Control and dispatch crews to respond to Trouble and Emergency Facilities and Utilities calls	
14. Expertise in Predictive Testing and Inspection (PT&I) technology, e.g. vibration analysis, thermography and tribology	
15. Provide Environmental Health and Safety services	
16. Hazardous Material support services	
17. Steam Distribution systems	
18. Boiler Maintenance, repair high & low pressure	
19. Soil Remediation or Composting Service	
20. Asbestos and/or Lead Abatement	
21. Fire Sprinkler and Deluge Systems	
22. Roof maintenance and repair	
23. Carpentry and Masonry skills	
24. Landscaping Services	

3. RATINGS

- A. Please review this questionnaire based on the following guidance.
1. Return the completed questionnaire with five working days. A telephone interview may be conducted to obtain your responses or for clarification purposes.
 2. You are urged to read the questionnaire and supplement your own knowledge of the Contractor's performance with the judgment of others (e.g., coordinated effort between the Contracting Officer and the Technical Point of Contact) in your program. In addition to providing the information for the contract or order identified, we solicit your comments on other similar contract or order that your activity has with this Contractor.
 3. For each item requesting a rating, respond with the rating that best describes the contractor's performance for the referenced contract or order. If an item is not applicable to your contract order, or if you do not know how the contractor performed/is performing on that item, please respond N/A. The rating scale is defined as:

Excellent (E)	Consistent record of exceptional past performance by the Contractor and any proposed major subcontractors on work requirements of the contract; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance.
Very Good (VG)	Consistent record of successful past performance by the Contractor and any proposed major subcontractors on work requirements of the contract; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance.
Good (G)	Successful past performance by the Contractor and any proposed major subcontractors on work requirements of the contract; and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance.
Neutral (N)	Neutral score. Assigned to Contractor without a record of relevant past performance or for whom information on past performance is not available
Satisfactory (S)	Successful past performance by the Contractor and any proposed major subcontractors on work requirements of the contract; demonstrates meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance.
Poor (P)	The Contractor's recent and relevant past performance demonstrates performance that does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas, which adversely affect overall performance.

4. QUESTIONS

A. Procurement Performance
<p>1. Has this contract or tasks been partially or completely terminated or subject to litigation? () Yes () Default () Convenience () No If yes, explain (i.e. inability to meet cost, performance, or delivery schedules):</p> <p>2. Explain and indicate status of any pending terminations.</p> <p>3. Changes in contract dollar value throughout the life of the contract are/were attributable to: __ Government issued change orders __ Claims submitted by Contractor __ Other Government actions __ Other Contractor action __ Not Applicable</p> <p>Please explain:</p> <p>4. Approximately how many people are/were employed under this contract?</p> <p>5. What has been the key personnel turnover rate for the contract?? If Problematic, High or Medium is checked please explain under comments.</p> <p><input type="checkbox"/> Problematic (specific negative effect in meeting contract requirements) <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low</p> <p>Comments: _____ _____ _____</p> <p>6. Has there been a Contract Purchasing System Review (CPSR) conducted? If yes, when and what were the findings?</p> <p>7. Rate the Contractor's record in adhering to or the ability to meet their goals for Small Business, Small Disadvantaged Business, and Women-owned Small Business subcontracting. __ Excellent __ Very Good __ Good __ Neutral __ Satisfactory __ Poor</p>

	Excellent	Very Good	Good	Neutral	Satisfactory	Poor
B. Technical Performance						
1. Overall skill level and technical competence of Contractor personnel.						
2. Ability to identify and solve problems expeditiously.						
3. Flexibility and effectiveness in dealing with changes to technical requirements.						
4. Ability to maintain materials/spares and current database inventory documentation.						
5. Timely submission of required reports and documentation.						
6. Timely response to requests for support.						
7. Timeliness in completion of, task orders, milestones, delivery schedules, administrative requirements (e.g., efforts that contribute to or affect the schedule variance).						
Please provide additional remarks to further explain any rating, especially Exceptional and Unsatisfactory comments:						
C. Cost Management						
1. Ability to accurately estimate and control contract cost (If the contract experienced an overrun or under run, please provide additional detail on comment page).						
2. Ability to perform within cost estimates.						
3. Diligence in searching for and applying cost efficient practices.						
4. Record in providing accurate and timely financial documentation.						
Please provide additional remarks to further explain any rating, especially Exceptional and Unsatisfactory comments:						

	Excellent	Very Good	Good	Neutral	Satisfactory	Poor
D. Contract Management						
1. Ability to react quickly and adjust staffing levels and make-up to meet changing requirements.						
2. Ability to change in integration and coordination of all activity needed to execute the contract.						
3. Management of multiple and diverse projects/tasks from planning through execution phases.						
4. Ability to solve contract performance problems without extensive guidance from government/industry counterparts.						
5. Ability to support the development and application of new technology.						
6. Ability to generate, define and negotiate task orders.						
7. Ability to accurately estimate and manage resources required to perform the assigned tasks in accordance with requirements.						
8. Ability to provide effective customer service.						
9. Ability to effectively interface with and respond to Gov't/corporate staff.						
10. Ability to manage and provide adequate staffing levels.						
11. Ability to recruit, manage, and maintain a workforce with a mix of various skills.						
12. Key technical personnel's availability to the program.						
13. Ability to coordinate, integrate, and provide for effective subcontractor management.						
Please provide additional remarks to further explain any rating, especially Exceptional and Unsatisfactory comments:						

	Excellent	Very Good	Good	Neutral	Satisfactory	Poor
E. Safety Performance:						
1. Overall Industrial Safety Record.						
2. Probabilistic risk assessments development.						
3. Failure Modes and Effects Analysis and Critical Items List development.						
4. Hazard Report development.						
5. Compliance with safety, health, and environmental procedures.						
6. Any accidents and/or safety or environmental violations? () Yes () No If yes, explain and indicate status (attach additional sheets, as needed).						
Please provide additional remarks to further explain any rating, especially Exceptional and Unsatisfactory comments:						
F. Corporate Management Responsiveness						
1. Responsiveness of corporate management to contract problems.						
2. Extent of corporate management involvement in the operation of the contract.						
3. Qualifications and effectiveness of on-site contract management.						
4. Increases in direct and indirect rates from original proposal, and their impact on overall cost performance.						
Please provide additional remarks to further explain any rating, especially Exceptional and Unsatisfactory comments:						

G. Overall Evaluation (attach additional sheets, as needed)
1. Briefly describe any significant problems and their resolutions.
2. In your opinion, what, if any, would you consider the Contractor's strong points?
3. In your opinion, what, if any, would you consider the Contractor's weak points?
4. If you know any further information that was not covered by this questionnaire, but you feel is important, please provide this information.
5. Would you use this Contractor again? Please explain.
6. How would you rate the Contractor's overall ability to execute the requirements of this contract? <input type="checkbox"/> Excellent <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Neutral <input type="checkbox"/> Satisfactory <input type="checkbox"/> Poor
7. Overall Assessment <input type="checkbox"/> Excellent <input type="checkbox"/> Very Good <input type="checkbox"/> Good <input type="checkbox"/> Neutral <input type="checkbox"/> Satisfactory <input type="checkbox"/> Poor

SOLICITATION PROVISIONS

FAR PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. A full text of a solicitation provision may be accessed electronically at these addresses or requested from the Contracting Officer.

FAR website: <http://acquisition.gov/far/index.html>

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

PROVISION TITLE AND DATE

52.209-7 Information Regarding Responsibility Matters (APR 2010)

52.223-4 Recovered Material Certification (OCT 1997)

(End of Provisions)

1852.223-73 Safety and Health Plan (NOV 2004)

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

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

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

simplified acquisition threshold.

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

hazards warrants use of the clause.

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

(End of provision)

1852.233-70 Protests to NASA (NOV 2006)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 ([FAR Part 33](#)) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H,

Washington, DC 20546-0001.

(End of provision)

FAR PROVISIONS INCORPORATED BY FULL TEXT

52.212-1 Instructions to Offerors -- Commercial Items (Feb 2012)

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

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

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

(2)

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

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

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

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

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

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

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

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

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

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

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

(1)

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

GSA Federal Supply Service Specifications Section

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

Facsimile (202 619-8978).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) A summary of rationale for award;

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

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

(End of Provision)

ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

Proposal Page Limitations (FEB 1998)

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

Proposal Component	Page Limit <small>^{1,2}</small>
Part I – Mission Suitability	25 Pages ⁴
Part II – Past Performance Information	20 Pages ⁵
Part III – Price Proposal	No page Limit ³

¹ These limits apply only to content pages.

² Microsoft Office Word and Microsoft Office Excel files must be compatible with Microsoft Office Suite 2010, 64 bit.

³ Submit original, three (3) hard copies and one (1) virus free electronic copy in Adobe (pdf), Microsoft Office Word or Microsoft Office Excel.

⁴ Any pages in excess of the 25 pages will be removed and will not be read or evaluated. Submit original, three (3) hard copies and one (1) virus free electronic copy in Adobe (pdf), Microsoft Office Word or Microsoft Office Excel.

⁵ Use only references for same or similar type contract. Submit original, three (3) hard copies and one (1) virus free electronic copy in Adobe (pdf), Microsoft Office Word or Microsoft Office Excel.

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

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

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

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

(End of provision)

Diagrams, tables, charts, and photographs may be reduced. Text in diagrams, tables, charts, and photographs shall contain Arial font text with a size not smaller than 10 point after reduction. Only diagrams, tables, and charts shall be on pages greater than 8 1/2" x 11".

Diagrams, tables, charts, and photographs shall not be used to circumvent the text size limitations of the

proposal. The Government will not evaluate text size smaller than Arial or Arial-equivalent 10 point on diagrams, tables, charts, and photographs.

Resumes and letters of commitments will not be given to the Source Selection Evaluation Team for evaluation.

If final revisions are requested, separate page limitations will be specified in the Government's request for that submission. Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the Offeror.

(End Provision)

Overview. To assure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, PWS requirements, PWS attachment requirements, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or sub-factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The response shall consist of three (3) separate parts; **Part I** – Mission Suitability, **Part II** – Past Performance Information, and **Part III** – Price Proposal.

The Contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists no additional cost information will be requested and certification under FAR 15.406-2 not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

Part I – Mission Suitability -

Technical: Propose your company's approach to maintaining reliable and energy efficient facilities in accordance with the requirements of the PWS. Include your approach to resourcing, scheduling and performing Reliability Centered Maintenance (preventive maintenance, programmed maintenance, predictive test and inspection, root cause failure analysis), Critical Systems Certifications, and operating and maintaining energy efficient facilities.

Propose your company's approach to providing IDIQ Repairs in accordance with the requirements of the PWS. Include specifically how expert resources to provide as needed IDIQ Repairs will be provided without negatively impacting scheduled work and maintenance.

Management: Propose your company's approach to workforce management from contract phase in through the life of the contract. Include your proposed approach to using the Government's CMMS to manage work activity and facility assets in accordance with the PWS Requirements. Also include your company's proposed approach to workforce accountability, productivity, and development to ensure the workforce delivers quality maintenance services, troubleshooting and repairs on schedule and without delays. Include your management approach to providing technical advice and expert resources to resolving all Electrical, HVAC, Fire and Mechanical System issues.

Provide your proposed organizational chart including, and specifically identifying, all trade personnel and their trade disciplines, any subcontractors, teaming partners, and/or joint venture partner(s). Identify lines of authority, chain of command and channels of communication. Exclude

any narratives within the chart. Charts with narrative(s) will not be given to the Source Selection Evaluation Team (SSET) for evaluation, nor will they otherwise be allowed access to them. The organization chart is excluded from the page limitations.

Briefly and precisely describe your organizational chart demonstrating its logic and strengths. Include any innovative team concepts, cross- utilization, interface with Government contracting, other support contractors and customers, and clearly illustrate how it will successfully execute the contemplated facilities and maintenance contract. Provide a clear description for any proposed subcontractors, teaming and/or joint venture partner(s) personnel, their specific areas of responsibilities, and percentages of services to be performed under the PWS requirements. If teaming and/or joint venture are being included as part of the proposal, include a copy of the formal approved teaming and/or joint venture documentation. If formal approved teaming and/or joint venture documentation is submitted ensure that all names are blocked out. Do not identify, by name, individuals within your company, or any proposed subcontractors, teaming and/or joint venture partner(s) that you have identified to perform the contemplated facilities and maintenance (reference Key Positions below).

Identify key management and technical positions whose duties are critical to successful contract performance. Provide rationale for designating them as key positions including management/technical position primary duties, skills, responsibilities and qualifications. Identify management and supervision to the lowest supervisory level and describe the skills and authority that they will possess to provide technical direction and workforce accountability. Include in these key positions, the levels of authority to obligate the company. The minimum qualifications of the proposed positions will be incorporated into the key personnel clause (NFS Clause 1852.235-71). Do not submit resumes or letters of commitments. Resumes/letters of commitment will not be given to the SSET for evaluation, nor will they otherwise be allowed access to them.

Describe your methodology for staffing to meet workload fluctuations and scheduling facilities operations, maintenance and repairs to prevent delays in the delivery of the PWS requirements and to avoid disruption to Center Operations and Mission. Include approach and methodology to providing after hour support to meet mission requirements.

Demonstrate that your company has the knowledge, resources, insight, and ability to attract, retain, develop and motivate a highly-qualified, fully trained, professional, and dedicated, workforce at all levels within the proposed organizations structure. Propose your Company's approach to maintain the highly qualified and skilled workforce that is required to successfully execute the facilities maintenance requirements throughout the life of the contract.

Safety: Propose your company's approach to Safety, Health and Environmental Management. Include a statement of your corporate policy and program goals. Summarize the Federal, State and Local regulations and requirements that will be included and enforced in your company's Safety, Health and Environmental Program including but not limited to:

1. Occupational Safety & Health Administration (OSHA)
2. Cal-OSHA
3. Environmental Protection Agency
4. Safety, Health and Environmental sections of the Performance Work Statement (PWS)
5. NASA General Safety Program Requirements (PWS Attachment J-C09)

Identify the proposed organizational structure to implement activate, monitor and control the

execution of your proposed program.

Submit an initial Environmental, Safety and Health (ESH) Plan that summarizes the aforementioned regulations, requirements and organization. A final detailed ESH Plan will be required from the successful Proposer within 30 days of award per the requirements of Data Requirements Document J-C07. The plan as approved by the Contracting Officer shall include the following and shall be incorporated in any contract resulting from this solicitation:

- (1) Statement of corporate policy and program goals concerning safety and health and environmental protection.
- (2) Safety and Health and Environmental Protection program organizational structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.
- (3) Safety, Health and Environmental program shall cover techniques for achieving program goals including:
 - Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
 - Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
 - Procedures for training and certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
 - Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
 - Controls for special hazardous materials and processes, such as lasers, explosives, biohazards, power-actuated hand tools and high-pressure devices.
 - Method of making sure that emergency plans and procedures are current and sufficient.
 - Method for making sure that employees consistently perform their work safely and in accordance with the plan.
 - Method for reporting and investigating accidents and incidents (mishaps).
 - Provide any applicable Voluntary Protection Program (VPP) certification
 - Pollution prevention strategies including affirmative procurement practices, and compliance with Resource Conservation Recovery Act and other items.
 - Storm water management strategies to comply with local general permit for storm water discharges and other applicable National Pollutant Discharge Elimination System permit requirements.
 - Methods to make certain that all equipment emissions comply with the Federal, State and Local Air Management District regulations and requirements.
 - Strategies to minimize the impact of operations and practices on the natural resources and wildlife habitat.
 - Strategies for the control of environmental pollution, goals for solid waste prevention, recycling and handling of CFC and HCFC materials.

The Mission Suitability Factors/Sub-Factors listed above indicate the merit or excellence of technical, management, and safety requirements to be performed. Information must be precise, factual, detailed and complete. Offerors must not assume that the evaluation team is aware of their company abilities,

capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of work.

The evaluation will be based on the information presented in the written sub-factors. The proposal must specifically address each listed sub-factor. Offerors may recommend changes to the Statement of Work in instances where such changes would improve performance, provided they are specifically identified together with the wording and a justification for the change.

The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the Mission Suitability requirements of the RFP, PWS and PWS attachments. Offerors shall identify and discuss risk factors where they are relevant, and describe their approach to managing these risks.

If the Source Evaluation Committee (SEC) determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEC may determine the Offeror's Technical Capability to be unacceptable, adversely affecting the Offeror's qualifications for award.

Part II – PAST PERFORMANCE INFORMATION

Page Limits and Contract Submission Limits: Limited to no more than 5 pages per contract submitted. Any pages in excess of the 5 pages will be removed and will not be read or evaluated. Submit original plus three (3) hard copies and one (1) virus free electronic copy in Adobe (pdf), Microsoft Office Word or Microsoft Office Excel. Microsoft Office Word and Microsoft Office Excel files must be compatible with Microsoft Office Suite 2010.

Contract Submission Limits: Submit performance information forms on no more than 4 contracts that are current, recent and relevant to demonstrate your ability to perform the proposed Facilities Operations, Maintenance, and Repair services. Submit Performance Information Forms on no more than 2 contracts for each major or critical sub-contractor that are current, recent and relevant to demonstrate their ability to perform the proposed Facilities Operations, Maintenance, and Repair services. Current, recent and relevant are defined as follows.

Current and Recent. Current and recent on-going contracts and contracts completed within (3) years from the issue date of this solicitation will be evaluated. Current performance will have a greater impact on the performance confidence assessment than less recent performance.

Relevant: Facilities Operations, Maintenance and Repair Services which are of the same type in scope, magnitude, and complexity when compared to the Facilities Operations, Maintenance and Repair Services described in this solicitation, including the PWS, contract type, and contract environment. Significant examples of relevant services are as follows:

1. Vertical Lift Systems (hangar doors, cranes and elevators)
2. High Voltage Electrical Systems and Uninterruptible Power Supplies
3. Fire Life Safety Systems
4. Air Conditioning Chillers (125 – 400 Ton Capacity)

Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance.

Specific Performance Information Form Content

Offeror's are required to thoroughly explain what aspects of the contracts are deemed relevant to the proposed facility operations, maintenance, repair, janitorial services, grounds-keeping services, and other directly related miscellaneous services for all facilities (buildings, utilities, structures and related systems) and assets (equipment and utility infrastructure) at National Aeronautics and Space Administration's (NASA) Dryden Flight Research Center (DFRC) and Dryden Aircraft Operations Facility (DAOF) and to specifically relate them to the solicitation PWS.

Offeror's are required to thoroughly explain corrective actions taken in the past, if any, for substandard performance and any current performance problems such as exceeded performance periods (i.e. delinquent scheduled maintenance, failures due to poor quality maintenance, rework of previously completed work)

Format. Use the Performance Information Form and Questionnaire (Pages 65-74) provided with this solicitation for submitting relevant, recent and current contract past performance information. Provide a separate form for each contract submitted. This information is required on the Offeror and all subcontractors, teaming and/or joint venture partners proposed to perform a major portion of the proposed services. This is based on total proposed price or performance aspects of the services that the Offeror considers critical to overall successful performance. The evaluation of the past performance information will take into account past performance information regarding predecessor companies, or subcontractors that will perform major or critical aspects of the requirement. The Government will use information provided by the Offeror and information obtained from other sources in the evaluation of the Past Performance Factor (reference 52.212 EVALUATION – COMMERCIAL ITEMS). Documents submitted in response to this RFP must be fully responsive to and consistent with the following:

Part III - PRICE PROPOSAL - Submit original, three (3) hard copies and one (1) virus free electronic copy in Adobe (.pdf), Microsoft Office Word or Microsoft Office Excel. Microsoft Office Word and Microsoft Office Excel files must be compatible with Microsoft Office Suite 2010

Complete blocks 12 Discount Terms, 17a Contractor Name, Address, Cage Code, Telephone No., Fax; and 30a Signature of Offeror/Contractor, 30b Name and Title of Signer; and 30c Date Signed of the SF 1449. In doing so, the offeror agrees to the contract terms and conditions as written in the RFP.

Insert proposed unit and extended prices for each Contract Line Item Number (CLIN), including all option periods. Prices are not to be inserted or discussed within the other volumes.

Complete the necessary fill-ins and certifications in 52.212-3. Review CCR and ORCA data to insure that the data is accurate and current. The internet addresses for these two systems are www.ccr.gov and <https://orca.bpn.gov/>.

If applicable, provide a copy of the letter from the Small Business Administration (SBA) showing proof of Section 8(a) status to include graduation date.

The proposal acceptance period shall be 180 calendar days.

PRICE PROPOSAL SUBFACTORS:

CLIN Pricing for Scheduled Maintenance, Grounds Maintenance and Janitorial Services: Describe your company's approach to deriving the proposed price for scheduled maintenance, grounds maintenance, and janitorial services of Core and Non-Core Facilities. Include the PWS requirements that were considered for inclusion, and any and all requirements in the PWS that may limited or excluded.

CLIN Pricing for Trouble Calls, Service Requests and IDIQ Repairs: Describe your company's

approach to pricing Trouble Calls, Service Requests and IDIQ Repairs in accordance with the requirements of the PWS. Include your company's approach to using RS Means Standards to determine material costs and labor hours for Trouble Calls and submit labor burden rates, and material cost mark-ups that will be used.

CLIN Pricing for Utility Outage Support: Describe your company's approach to pricing Utility Outage Support in accordance with the requirements of the PWS. Describe any and all support restrictions and limitations including scope of work, and hours of support during core and non-core hours, and on holidays and weekends.

The Offeror's proposed prices and descriptions of the Price Proposal Sub-Factors will be evaluated to determine if the Offeror's pricing considered all the requirements of the PWS without significant restrictions, limitations or reductions.

(End of provision)

FAR PART 52.212-2, EVALUATION-COMMERCIAL ITEMS

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

1. Mission Suitability
2. Past Performance
3. Price

For the purpose of this solicitation, Mission Suitability is of greater importance than Past Performance. Past Performance is of greater importance than Price. Mission Suitability and Past Performance when combined are significantly more important than Price. Price is least important.

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

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

(End of Provision)

ADDENDUM TO 52.212-2, EVALUATION-COMMERCIAL ITEMS

BASIS FOR CONTRACT AWARD: This is a competitive source selection in which competing Offerors' Technical Proposals, Past Performance and Price will be considered. By submission of its offer, the Offeror agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements including those identified as evaluation factors and sub-factors. The Government will initially evaluate all offers for technical acceptability based upon the Mission Suitability Factor and Sub-factors. The proposals will be designated as pass or fail. Only proposals meeting the requirements of the Mission Suitability sub-factors will be considered for further evaluation of past performance and price. Failure to meet all the requirements and sub-factors of the Mission Suitability Factor will result in an offer being determined technically unacceptable. Offerors must clearly identify any and all exceptions to the solicitation terms and conditions and provide complete accompanying rationale.

MISSION SUITABILITY: Proposals will be evaluated to determine if the Offeror has demonstrated a full understanding of the PWS Requirements and has proposed an acceptable approach to providing an experienced, skilled, qualified, and certified workforce capable of fully executing the elements of the following Technical Proposal Sub-Factors. In accordance with NFS 1815.304-70(b)(1) - (b)(2), The factors/sub-factors will be scored within the point range assigned to each as shown below.

(a) **Technical (500 Points):** The Offeror's proposal will be evaluated to determine if an effective approach has been proposed to maintaining reliable and energy efficient facilities in accordance with the requirements of the PWS. The proposed approach to resourcing, scheduling and performing Reliability Centered Maintenance (preventive maintenance, programmed maintenance, predictive test and inspection, root cause failure analysis), Critical Systems Certifications, and to operating and maintaining energy efficient facilities will be evaluated. The Offeror's proposal will also be evaluated to determine if an effective approach to providing technical advice and expert resources for Electrical, HVAC, Fire and Mechanical System has been proposed.

The Offeror's proposal will be evaluated to determine if an effective approach has been proposed for IDIQ Repairs in accordance with the requirements of the PWS. The proposal will be evaluated to determine how expert resources will be provided for the performance of the as needed IDIQ Repairs without negatively impacting scheduled maintenance for which the Offeror will also be responsible.

(b) **Management (250 Points):** The Offeror's proposal will be further evaluated to determine if an effective approach has been proposed to using the Government's CMMS to manage work activity and maintain facility assets in accordance with the PWS Requirements. The Offeror's proposal will be evaluated for an effective approach to workforce accountability, productivity, and development to ensure the workforce delivers quality maintenance, services, troubleshooting and repairs on schedule and without delays.

The Offeror's proposed organizational structure will be evaluated on the basis of how well it demonstrates an effective methodology to organize, manage, staff, lead, plan, coordinate, and control resources to meet the requirements of the PWS. The proposed organization shall be evaluated for effectiveness of assigning and scheduling resources to ensure reliable facilities and minimize the impact of facilities maintenance on DFRC Operations and Mission. The organizational staffing will be evaluated for key personnel, trade personnel, trade disciplines, subcontractors, teaming partners, and/or joint venture partner(s) required to perform the work required by this solicitation. The organizational structure will further be evaluated to determine if it identifies effective lines of authority, chain of command and channels of communication. The organizational structure will be evaluated to determine if the Offeror's proposed organization provides for the continuous development of a highly skilled and effective workforce.

The offerors proposal will be evaluated on the brevity and precision of the description of the organizational chart; demonstrating its logic and strengths. An evaluation of innovative team concepts, cross- utilization, interface with Government contracting, other support contractors and customers will be performed. An evaluation of how clearly the offeror illustrates its plan to successfully execute the contemplated facilities and maintenance contract. This includes a clear description for any proposed subcontractors, teaming and/or joint venture partner(s) personnel, their specific areas of responsibilities, and percentages of services to be performed under the PWS requirements.

How well the Offeror Identifies key management and technical positions whose duties are critical to successful contract performance as well as rationale for designating them as key positions including management/technical position primary duties, skills, responsibilities and qualifications will be evaluated. Evaluation will also be performed of how well an offeror identifies management and supervision to the lowest supervisory level and describes the skills and authority that they will possess to provide technical direction and workforce accountability.

How well the Offeror explains its methodology for staffing to meet workload fluctuations and scheduling facilities operations, maintenance and repairs to prevent delays in the delivery of the PWS requirements and to avoid disruption to Center Operations and Mission will be evaluated. Include approach and methodology to providing after hour support to meet mission requirements.

Demonstrate that your company has the knowledge, resources, insight, and ability to attract, retain, develop and motivate a highly-qualified, fully trained, professional, and dedicated, workforce at all levels within the proposed organizations structure. Propose your Company's approach to maintain the highly qualified and skilled workforce that is required to successfully execute the facilities maintenance requirements throughout the life of the contract.

(c) **Safety (250 Points):** Propose your company's approach to Safety, Health and Environmental Management. Include a statement of your corporate policy and program goals. Identify in detail all of the Federal, State and Local regulations and requirements that will be included and enforced in your company's Safety, Health and Environmental Program including but not limited to:

1. Occupational Safety & Health Administration (OSHA)
2. Cal-OSHA
3. Environmental Protection Agency
4. Safety, Health and Environmental sections of the Performance Work Statement (PWS)
5. NASA General Safety Program Requirements (PWS Attachment J-C09)

Identify the proposed organizational structure to implement activate, monitor and control the execution of your proposed program.

The Offer shall submit (for evaluation) an initial Environmental, Safety and Health (ESH) Plan that addresses the aforementioned regulations, requirements and organization. A final detailed ESH Plan will be required from the successful Proposer within 30 days of award per the requirements of Data Requirements Document J-C07. The plan as approved by the Contracting Officer shall include the following and shall be incorporated in any contract resulting from this solicitation:

- (1) Statement of corporate policy and program goals concerning safety and health and environmental protection.
- (2) Safety and Health and Environmental Protection program organizational structure.

The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.

(3) Safety, Health and Environmental program shall cover techniques for achieving program goals including:

- Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
- Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
- Procedures for training and certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
- Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
- Controls for special hazardous materials and processes, such as lasers, explosives, biohazards, power-actuated hand tools and high-pressure devices.
- Method of making sure that emergency plans and procedures are current and sufficient.
- Method for making sure that employees consistently perform their work safely and in accordance with the plan.
- Method for reporting and investigating accidents and incidents (mishaps).
- Provide any applicable Voluntary Protection Program (VPP) certification
- Pollution prevention strategies including affirmative procurement practices, and compliance with Resource Conservation Recovery Act and other items.
- Storm water management strategies to comply with local general permit for storm water discharges and other applicable National Pollutant Discharge Elimination System permit requirements.
- Methods to make certain that all equipment emissions comply with the Federal, State and Local Air Management District regulations and requirements.
- Strategies to minimize the impact of operations and practices on the natural resources and wildlife habitat.
- Strategies for the control of environmental pollution, goals for solid waste prevention, recycling and handling of CFC and HCFC materials.

PAST PERFORMANCE ASSESSMENT RATINGS: The Past Performance Factor will receive one of the following “Performance Confidence Assessment Ratings.” Offerors with no relevant past or present performance history shall receive the rating “Neutral / Unknown Confidence” – meaning that the rating is treated neither favorably nor unfavorably.

Rating	Definition
Very High Level of Confidence	The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)

High Level of Confidence	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
Moderate Level of Confidence	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas, which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
Neutral / Unknown Confidence	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

The performance assessment rating will be based upon an assessment of performance risk and represents the Government's confidence in the Offeror's probability of successfully performing as proposed. The Government will evaluate relevant performance information on the five lowest priced, technically acceptable offers based on (1) past and present efforts provided by the Offeror, and (2) data independently obtained from other Government and Commercial Sources. Past performance regarding predecessor companies or subcontractors that will perform major or critical aspects of the requirement will be rated as highly as the past performance information for the principal Offeror. The Government reserves the right to seek information on higher priced Offerors if none of the lower priced receive at least a Significant Confidence performance confidence assessment. If a higher priced Offeror in the group of the five lowest Offerors has a performance confidence assessment of High Confidence the Government reserves the right to do a best value assessment between a High Confidence Offeror and a lower-priced Significant Confidence Offeror. Award shall be made to the best value Offeror without further consideration of other Offerors. If none of the five lowest Offerors receives at least a Significant Confidence level, the next two higher Offerors will be assessed, and so on.

The following past performance definitions will be used during the evaluation:

- (a) **Current and Recent:** Current and recent are on-going contracts with a performance record of at least

(1) year and contracts completed within (3) years from the issue date of this solicitation. Current performance will have a greater impact on the performance confidence assessment than less recent performance.

- (b) **Relevant:** Facilities Operations, Maintenance and Repair Services which are of the same type in scope, magnitude, and complexity when compared to the Facilities Operations, Maintenance and Repair Services described in this solicitation, including the PWS, contract type, and contract environment (i.e. hangar doors, cranes, elevators, high voltage electrical substations, uninterruptible power supplies, large air conditioning chillers to 400 tons capacity, and fire life safety systems). A strong record of relevant past performance may be considered more advantageous to the Government than a Neutral/Unknown Confidence Rating. Likewise, a more relevant past performance record may receive a higher confidence rating and be considered more favorably than a less relevant record of favorable performance
- (c) **Scope:** Scope as used above relates to various tasks required in the Facilities Maintenance PWS. In evaluating past performance, the Government reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.
- (d) **Magnitude and Complexity:** Magnitude and Complexity as used above relates to the maintenance of the buildings, assets and equipment described in the Facilities Maintenance PWS and associated attachments.
- (e) **Adverse:** Past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comment received from sources without a formal rating system. If the lowest priced evaluated technically acceptable offer is judged to have a High Confidence performance confidence assessment, that offer represents the best value for the government and the evaluation process stops at this point. Award shall be made to that Offeror without further consideration of any other offers.

(End of Provision)

PRICE EVALUATION: After evaluating the Technical Acceptability of the Offeror's Proposal as identified above the Government will rank all technically acceptable offers by price.

- (a) An Offeror's SF 1449 will be reviewed to determine if the Offeror's proposal is responsive to the contract terms and conditions included in the RFP.
- (b) An Offeror's proposed prices will be determined by multiplying the quantities identified in the CLIN's by the proposed unit price for each Contract Line Item Number or Subcontract Line Item Number to confirm the extended amount for each. The price evaluation will document the reasonableness and affordability of the proposed total evaluated price.
- (c) If applicable, a determination of Section 8(a) status will be accomplished based on information provided by the Small Business Administration.

52.203-2 Certificate of Independent Price Determination (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.212-3 Offeror Representations and Certifications -- Commercial Items (May 2011)

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

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as

those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

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

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

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

“Women-owned small business concern” means a small business concern --

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

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

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

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

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

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

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this

provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

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

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

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of

manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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

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

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

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

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

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

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and ‘United States’ are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Sanctioned activities relating to Iran. (1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of Provision)

Alternate I (Apr 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Apr 2011). As prescribed in 12.301(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) Address. The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)

NASA FAR SUPPLEMENT PROVISIONS INCORPORATED BY FULL TEXT

1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)

- (a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- (b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

Class Deviation – Certification by Offerors regarding Federal income tax filing and Federal income tax violations.

1852.209-74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows –

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

Class Deviation – Prohibition against Contracting with Corporations that have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law.

1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or
- (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that –

- (1) It is is not a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is is not a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

COMMUNICATIONS REGARDING THIS SOLICITATION

To the greatest extent possible, relevant technical information has been posted on the internet with this RFP. Additional technical information that is available will be provided to the extent possible during on-site visits. Technical documentation includes relevant internal Government guidance documents and regulations, limited building plans and drawings, utility and infrastructure maps, limited manufacturers' equipment operation and maintenance manuals and historical data. These documents will be available for viewing on site only. No copies or photos will be permitted.

Requests for access to additional information must be submitted by email to the Contracting Officers listed below, a minimum five days in advance of the date that the Offeror wishes to visit. Requests must include the names of the individual(s) requesting access, company name and citizenship, and the specific technical documentation requested. Access will be limited to 3 days per company. Confirmation will be sent by email to the requester.

Contracting Officers:
sarah.l.saunders@nasa.gov
corey.d.porter@nasa.gov

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price /Indefinite Delivery Indefinite Quantity (FFP/IDIQ) contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEPT 2006)

Protests, as defined in Section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA Dryden Flight Research Center
ATTN: Sarah L. Saunders, Contracting Officer
RFP TBD
Acquisition Division, Code A
Building 4800 Room 1412
Edwards, CA 93523

The copy of any protest shall be received in the office designated above within one-day of filing a protest with the GAO.

(End of provision)

1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE NFS (DEC 1988)

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

Date: **December 13, 2012**
Time: **10:00 AM**
Location: NASA Dryden Flight Research Center
Building 4800

Due to space limitations, representation for any Offeror cannot exceed two (2) persons. At least two (2) days in advance of the conference date, attendees shall submit to the Contracting Officer a written list that provides the names of the attendees, and identify them as U.S. Citizens or Resident Aliens. Security processing lead times preclude attendance by Non-Resident Aliens.

A tour of the sites and facilities covered in the Performance Work Statement will be conducted. Offerors are urged and expected to inspect the site and facilities to assess the general and local conditions that may affect the level of effort and cost of contract performance.

Attendance at the pre-proposal conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation. In no event shall failure by the Offeror to attend the pre-proposal conference or to inspect the site and facilities constitute grounds for a claim after contract award.

Pre-proposal questions will be submitted in writing by **December 19, 2012**.

(End of provision)