National Aeronautics and
Space Administration
Goddard Space Flight Center
Greenbelt, MD 20771

Reply to Attn of: 210.H

TO: All Prospective Offerors

SUBJECT: Request for Proposal (RFP) NNH12438290R for Interpretation, Translation, Visa Processing and Logistical Support

NASA Headquarters invites you to submit a proposal in response to RFP NNH12438290R for Interpretation, Translation, Visa Processing and Logistical Support. This acquisition will be conducted as a 100% Small Business Set-Aside. The NAICS Code is 541930 with small business criteria of $7.0 million.

A Firm Fixed Price contract is contemplated. The Government intends to acquire these services using FAR Part 12, Acquisition of Commercial Items.

The RFP includes provision 52.212-1, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS, which states that the Government intends to evaluate proposals and award a contract without discussions with Offerors. However, the Government reserves the right to conduct discussions, if the Contracting Officer determines them to be necessary.

This RFP does not commit NASA to pay any proposal preparation costs, nor does it obligate NASA to procure or contract for these services. This request shall not be construed as authorization to proceed with, or be paid for charges incurred by performing any of the work called for in this solicitation.

Your proposal must be signed by an official authorized to bind the company and must contain a statement that the proposal is firm for at least 60 days from the date of initial submission.

Your proposal is due not later than the date and time specified in Block 8 on the form SF 1449. Please refer to the RFP for offer marking and delivery instructions.

All information related to this procurement will be made available on the World Wide Web at http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=D&pin=04#152329.

If any inconsistency between this letter and the RFP occurs, the RFP takes precedent.

As of the release date of this RFP, all communications with industry regarding this RFP must be addressed to the Government Contract Specialist, in accordance with the Section III.13, PROPOSAL SUBMISSION AND COMMUNICATION. No telephone inquiries will be accepted.

Thank you for your interest and NASA looks forward to receiving your proposal in response to this RFP.

Jonnelle C. Goff
Contract Specialist

7 Enclosures:

- Standard Form 1449
- Statement of Work (Attachment A)
- Personal Identity Verification (PIV) Card Issuance Procedures (Attachment B)
- Applicable Document List (Attachment E)
- Past Performance Questionnaire (Exhibit 1)
- Pricing Matrix (Exhibit 2)
- Service Request (SR) (Exhibit 3)

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

1. REQUISITION NUMBER: 4200438290
PAGE 1 OF 64

2. CONTRACT NO.
3. AWARD/ EFFECTIVE DATE
4. ORDER NUMBER
5. SOLICITATION NUMBER: NNH12438290R
6. SOLICITATION ISSUE DATE: 10/25/2012

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Jonnelle Goff
b. TELEPHONE NUMBER (No collect calls): 301-286-3807
8. OFFER DUE DATE/LOCAL TIME: 11/14/2012 1400 ES

9. ISSUED BY CODE: HQ

NASA/Goddard Space Flight Center
Headquarters Procurement Office
Attn: Jonnelle Goff/301-286-3807
Mail Code 210.H
Greenbelt MD 20771

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:
☒ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)
NAICS: 541930
SIZE STANDARD: $7.0

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE
12. DISCOUNT TERMS
☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING
14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE:

See Block III.7

16. ADMINISTERED BY CODE: HQ

NASA/Goddard Space Flight Center
Headquarters Procurement Office
Attn: Jonnelle Goff/301-286-3807
Mail Code 210.H
Greenbelt MD 20771

17a. CONTRACTOR/ OFFEROR CODE
FACILITY CODE
TELEPHONE NO.
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	INCO TERMS 2: DESTINATION				
001	On a Firm Fixed Price basic, the Contractor shall provide Interpretation, Translation, Visa Processing and Logistical Support in accordance with the attached Statement of Work				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

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

☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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.

☐ 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

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

I.1 LIST OF CLAUSES INCORPORATED BY REFERENCE

(52.212-4) CONTRACT TERMS & CONDITIONS – COMMERCIAL ITEMS (FEB 2012)

(52.217-8) OPTION TO EXTEND SERVICES (Nov 1999)
(The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.)

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

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

(1852.243-71) SHARED SAVINGS (MAR 97)

(End of By Reference Section)

I.2 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work entitled "INTERPRETATION, TRANSLATION, VISA PROCESSING, LOGISTICAL SUPPORT" incorporated in Section J as Attachment A.

(End of Text)

I.3 DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

Contract Line Item No.	Description	Due
1	Services in accordance with **Attachment A** Statement of Work and as specified by Service Requests (SRs) **Exhibit 3.**	**TO BE SPECIFIED ON INDIVIDUAL SRs.**
2	Monthly Visa Activity Report	**By 10th Day of Following Month**
3	Monthly Translation Activity Report	**By 10th Day of Following Month**

4	Organizational Conflict of Interest (OCI) Plan	**30 Days after Contract Award**
5	Health and Safety Plan	**30 Days after Contract Award**

(End of Text)

I.4 PERIOD OF PERFORMANCE

The Period of Performance is nine (9) months from the effective date.

(End of Text)

I.5 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. Options exercised shall be in accordance with the following:

Option	Period	Amount
1	24 months	TBP
2	24 months	TBP
3	3 months	TBP

(End of Text)

***To Be Proposed=TBP**

I.6 ORDERING REPRESENTATIVES

NASA Headquarters and each organization identified in the SOW, Section 12, Services, will have an individual(s) authorized to place SRs under this contract. A list of authorized individuals will be provided at time of contract award.

(End of Text)

I.7 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s): NASA Headquarters, 300 E Street SW, Washington, DC 20546-0001, and as delineated in the individual Service Requests.

(End of Clause)

I.8 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: http://www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as

financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at https://itsecurity.nasa.gov/policies/index.html.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with

retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of Clause)

I.9 1852.216-78 FIRM FIXED PRICE (DEC 1988)

The total firm fixed price of this contract is TBP.

(End of Clause)

I.10 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)

1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal

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

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

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

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

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

(End of Clause)

I.11 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [*insert name of NASA installation*], where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

I.12 1852.245–71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245–1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

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

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

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

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

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

(c) The following property and services are provided if checked:

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

(2) Office furniture.

(3) Property listed not applicable.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

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

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

(7) Installation service facilities: ACES being provided.

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

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

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

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

(End of Clause)

I.13 1852.245-82 OCCUPANY MANAGEMENT REQUIREMENTS (JAN 2011)

(a) In addition to the requirements of the clause at FAR 52.245–1, Government

Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

I.14 ONSITE CONTRACTOR PERSONNEL - IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (HQ 52.204-98) (JAN 2007)

(a) The Contractor's designated representative for the purposes of this clause is the Contractor's Project Manager. The Contractor shall notify the Headquarters Chief of Security and the Contracting Officer's Technical Representative of the Project Manager's identity within fifteen (15) calendar days of award of this Contract.

(b) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps in **Attachment B**, Personal Identity Verification (PIV) Card Issuance and Re-issuance Procedures, for each Contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system. The Contractor must apply for permanent NASA Headquarters PIV credential for those Contract employees who will be employed by the Contractor onsite for at least six months. The Headquarters Security Office will consider permanent PIV credentials for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit.

(c) The Contractor's Project Manager shall submit written notification to the Contracting Officer's Technical Representative and the Headquarters Chief of Security immediately about any Contractor employee who was issued a Headquarters PIV credential or who was granted temporary access to be on-site: (1) who is no longer employed by the Contractor, or (2) who will no longer be working onsite under this Contract.

(d) The Contractor shall ensure that all personnel who have NASA Headquarters issued credentials, keys or other property who leave the Contractor's employ or that no longer work onsite, process out through the Headquarters Security Office. Any such Contractor employees must return all Headquarters issued identification or credentials and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV credentials.

(End of Clause)

I.15 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (HQ 52.204-99) (JAN 2007)

(a) (1) The Contractor must apply for NASA Headquarters Personal Identity Verification (PIV) credential issued by the Headquarters Security Office for those employees that will be employed by the Contractor and that will be resident or access NASA Headquarter locations, or NASA cyber resources for more than six (6) months. The Headquarters PIV credentials will be issued for no longer than the applicable

Contract period in effect at the time, not to exceed 5-years, and will require renewal for each subsequent Contract period within which the Contractor employee will be employed. Based on NASA policies and procedures for background investigations and position risk/sensitivity determination, a minimum of National Agency Check with Written Inquiries (NACI) will be required for credential renewal. Other Contractor personnel who are to be at the Headquarters location(s) or will be accessing NASA cyber resources for less than six (6) months are to be identified by the Contractor for approval and registered on an access list under the control of the Headquarters Security Office. All personnel must conspicuously display the Headquarters PIV credential above the waistline on the outermost garment, and must comply with any and all requirements applicable to PIV credential in effect at Headquarters. In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps prescribed in **Attachment B**, Personal Identity Verification (PIV) Card Issuance Procedures to apply for each Contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system. (2) Visits by foreign nationals to, for, or on behalf of the Contractor, are restricted and must be necessary for the performance of the Contract and concurred in by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with NASA Procedural Requirements, NPR 1371.2A, Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities w/Change 1 (3/29/04); and NASA Policy Directive, NPD 1371.5B, Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA (Revalidated 12/21/2010), http://nodis.hq.nasa.gov. The Contractor may get further information about visits by foreign nationals by contacting the NASA Headquarters International Visits Coordinator located in the Headquarters Security Office. (3) Access to the Headquarters locations may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the Headquarters locations. These requirements are set forth in NASA-wide or Headquarters installation directives, and procedural requirements, and announcements that can be found at http://nodis.hq.nasa.gov, and/or which will be provided to the Contractor as necessary by the Contracting Officer's Technical Representative, the Contracting Officer, or the Headquarters Chief of Security.(c) The Contractor may not use official Government envelopes or other Government identified mailing containers bearing any sort of Government indicia such as "eagle" emblems in lieu of postage stamps or mailing envelopes or containers bearing NASA logos. The Contractor also may not use the Government mail system to mail anything outside of the Headquarters locations. Contractors found in violation could be liable for a fine of $300 per piece of indicia mail used. Otherwise, the Contractor is allowed to use the internal Headquarters interoffice mail system to send documents **within the Headquarters locations or to other NASA Centers or NASA facilities** the extent necessary for purposes of implementing the terms of this Contract and communicating Contract related business to its employees at the Headquarters locations, and to communicate Contract related business to NASA officials including, but not limited to, the Contracting Officer, the Contracting Officer's Technical

Representative, the Headquarters Chief of Security, Accounting Office staff, and the NASA Headquarters International Visits Coordinator.

(End of Clause)

ADDENDUM TO FAR CLAUSE 52.212-4-CONTRACT TERMS AND CONDITIONS-COMMERICAL ITEMS

I.16 LIST OF CLAUSES INCORPORATED BY REFERENCE

(52.204-9)	**PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
(52.224-2)	**PRIVACY ACT (APR 1984)**
(52.247-34)	**F.O.B. DESTINATION (NOV 1991)**
(52.253-1)	**COMPUTER GENERATED FORMS (JAN 1991)**

(End of By Reference Section)

I.17 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 https://www.acquisition.gov/far/index.html.
For NASA FAR Supplement (NFS) clauses, see
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm.

(End of Clause)

I.18 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (AUG 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:

_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).

__ (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 (June 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's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

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

__ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 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]

_X_ (12)(i) 52.219-6, Notice of Total Small Business Set-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 (Jul 2010) of 52.219-9.

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

__ (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. 657 f).

_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.)

__ (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.)

__ (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) (E.O. 13513).

__ (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, 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.

__ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

__ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 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:

_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.*).

__ (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) (41 351, *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 (Sept 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)

I.19 LIST OF ATTACHMENTS

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

No. of Attachment	Description	Pages	Date
A	Statement of Work	9	10/15/2012
B	Personal Identity Verification (PIV)	4	
C	Organizational Conflict of Interest Avoidance Plan	TBS	30 days after Award
D	IT Security Management Plan	TBS	30 days after Award
E	Applicable Documents List	4	
F	Position Qualifications	TBP	
G	Health and Safety Plan	TBS	30 days after Award

TBS = To Be Submitted
TBP = To Be Proposed

II.1 LIST OF EXHIBITS

The following Exhibits are attached:

No. of Exhibit	Description	Pages
1	Past Performance Questionnaire	6
2	Pricing Matrix	3
3	Service Request (SRs)	1

(End of Text)

ATTACHMENT A – STATEMENT OF WORK (SOW)

1. General Description of Work

The contractor shall provide:

a. oral interpretation and written translations of official and technical/scientific/engineering documents. Most oral interpretations will be on-site at NASA facilities. However, oral interpretations may also be required at other sites on a limited basis;

b. ability to support languages of many countries required, for example: Russia, France, Germany, Italy, Japan, Spain, Brazil, India, Israel, China, Korea, (see section 3.3);

c. desktop publishing of translated text;

d. visa processing for the Russian Federation, the countries of Eastern Europe, Central Asia, the Caucasus and China.;

e. processing letters of invitation and assignment cables required to support official travel to countries with that requirement including drafting letters, completing appropriate documentation, database entry, and communicating process and status with client;

f. logistical and administrative support including arrangements for ground transportation of foreign delegations to NASA facilities and conferences in the United States;

g. overseas logistical and administrative support, and ground transportation to NASA delegations traveling abroad as well as support to overseas representatives in arranging delegations, meetings, and conferences;

h. conversion of foreign currency and metric measurements to the US currency and measurement system, and US to foreign systems;

i. website localization;

j. headset technology as needed to support large gatherings;

k. video/audio voice-over narration services; and

l. instantaneous telephone interpreting services.

The contractor shall provide all necessary personnel, materials, equipment and facilities, except as otherwise provided herein, to support the aforementioned work requirements under this contract. Work requirements will be identified utilizing service requests via Service Requests (SR) (NASA Form 1681) (Exhibit 4).

2. Response Time and Method

The contractor will ordinarily be issued a written SR at least three (3) working days in advance of the need of services by NASA Centers and NASA Headquarters. However, oral service requests may be placed with as little as two (2) hours notice by Contracting Officer (CO), Contracting Officer Technical Representative (COTR) or Technical Monitor (TM). Oral SRs will most frequently be for interpretation services. The CO, COTR or TM shall follow-up the oral SR with a written SR. The contractor shall be able to receive and deliver documents by hard copy, electronic mail, facsimile, CD, in current

word format. The contractor shall, for the languages requested, be able to deliver documents in the Cyrillic or other non-Latin alphabet where applicable.

3. Translation and Interpretation Services

Translation and interpretation services to be provided by the Contractor include both non-technical and technical content as defined below. All translations and interpretations must be certified as accurate before returning to the SR Point of Contact (POC) as complete. Translators shall be able to handle technical and scientific terms and provide grammatically correct format for languages involved. During performance under a SR, translation and interpretation services for completion of specific tasks may be required on a twenty-four hour basis.

Translation requests account for approximately 70% of the service required. Translation services average approximately 3,688 words per month. Translators shall translate to and from English documents, including but not limited to the following: E-mail, electronic transmissions, correspondence, documents, news articles, agendas, program announcements, notices, manuscripts, pamphlets, and brochures. The contractor shall provide a monthly report for translation activities, by NASA Center, by the 10th day of the following month.

Interpretation requests account for approximately 20% of the service required. Interpretation services average approximately 12 hours per month. Interpreters shall interpret to and from English conversations, including but not limited to the following: phone calls, meetings, teleconferences and special events.

The contractor shall provide a monthly report for interpretation activities, by NASA Center, by the 10th day of the following month.

3.1 Translation and Interpretation (Technical and Scientific)

Translators and interpreters shall translate and interpret to and from English, technical and scientific documents and information which involve, as a minimum, the following disciplines: engineering, aeronautical science, space science, earth science, physical science, bioastronautics, fundamental biology, medicine, public and foreign policy. For high-level management meetings, the CO, COTR, or TM has the right to request an interpreter or translator with an exceptionally higher skill level and knowledge of technical terms.

3.2 Translation and Interpretation (Non-Technical)

Translators and interpreters shall translate and interpret to and from English, documents and information that involve but are not limited to such subjects as agendas, plans, schedules, logistics arrangements, general policy matters, public information, and social topics.

3.3 Languages

The Contractor shall provide translation and interpretation services in the language categories shown below. The primary languages are estimated to be 90% of the total translation and interpretation services to be provided by the contractor, although actual usage may vary.

Primary Languages: French, German, Italian, Japanese, Kazakh, Portuguese, Russian, Spanish, Korean and Ukrainian.

Other Languages: Albanian, Afrikaans, Amharic, Arabic, Armenian, Azerbaijani, Baluchi, Bengali, Bulgarian, Burnese Byelorussian, Chinese (including Hanzi, Mandarin, Cantonese, Wu, Mm, Xiang, Kan, Hakka, and Taiwanese), Creole (Haitian), Czech, Dan (Persian-Afghan), Dutch, Danish, Estonian, Farsi (Persian-Iranian), Finnish, Greek, Gujarati, Hebrew, Hindi, Hungarian, Icelandic, Indonesian, Khmer/Cambodian, Kurdish, Latvian, Lithuanian, Malay, Mongolian, Arabic, Nepali, Norwegian, Pashto, Polish, Punjabi, Romanian, Serbo Croat, Sinhala, Slovak, Swahili, Swedish, Tagalog/Filipino, Thai, Turkish, Urdu, Uzbek, and Vietnamese.

It is envisioned that the need for interpretation and translation of other languages will be on an exceptional basis (estimated to be only 10% of the effort). Although the contractor is not required to have in-house capability to provide such services for short lead-time requirements (oral SRs), the contractor is required to be able to provide these services on a case-by-case basis within 24 hours.

Translation services under this contract will generally be performed off-site (at the contractor's facilities). Interpretation services under this contract will generally be performed at NASA facilities or at other locations appropriately designated in specific SRs. Visa processing services will be provided at NASA Headquarters in Washington, DC, and office space to be provided by the US Government.

3.4 Certification and Requirements

All interpreters and translators used by the contractor shall be certified or accredited by a recognized certifying organization such as the American Translators Association or Berlitz. The contractor shall be able to provide evidence of appropriate certification of its translators and interpreters, as well as translators and interpreters of its subcontractors, to the COTR or the TM upon request. Additionally, once certified, translators and interpreters are required to maintain current certifications. Under extenuating circumstances (for example, very short notice requirements), the COTR or the TM may approve, on a case-by-case basis, use of uncertified translators and interpreters. Foreign nationals may be used as interpreters and translators with advance approval by the COTR or the TM.

3.5 Special Requirements

In special circumstances, the Government reserves the right to require that interpreters/translators be U.S. citizens.

3.6 Quality Control Process (QCP)

The contractors Project Manager (PM) will work with the SR POC to assess NASA's needs, including determining whether the project at hand involves translations or interpretation or both, whether it is a one-time need or an ongoing requirement, whether it is logistical, developing the best method for receipt and delivery of services and/or translated materials by the contractor, and helping to determine the format(s) in which the requestor would be best-suited to receive translated materials back. The PM will also make sure to receive a written SR form from the SR POC or COTR.

The SR will be assigned to the appropriate linguist or linguists. The best possible linguist will be matched to the SR. This match is carried out based on language-pair and subject matter. For example, the translation of a cooperation agreement between NASA and the Russian Federal Space Agency related to a project for the International Space Station, from English into Russian, requires a professional, experienced translator, with aerospace-related terminology experience as well as experience with sensitivity to political agreements.

The PM shall monitor the progress of the translators working on the material to answer any questions they may have and to ensure that work is progressing on time. If necessary, the PM shall contact the SR POC for clarification. Once the material has been translated, the PM shall assign it to an editor, who is a professional as equally competent in the language pair and subject matter as the translator and who additionally has extensive experience editing translations. The editor shall review the material for idiomatic, grammatical-error-free language and for technical and translation accuracy.

All translations and interpretations are to be treated as confidential and are only shared with the client. Privacy act information will be protected.

4. Visa Processing

The contractor shall provide daily visa processing and coordination services on site at NASA Headquarters, Washington, DC. This support is primarily related to processing visas for access to the Russian Federation, which is estimated to be 95% of the total visa processing support required, although actual usage may include some visas for other countries. The contractor shall complete all actions necessary to process a visa application that meets requirements; advise travelers of embassy visa requirements and the visa process; and verify information contained on visa applications (ensuring the applications are properly completed, organized by delegation and priority). The contractor shall also deliver visa applications to the appropriate Embassies and Consulates and resolve last minute administrative changes, additions, and processing

problems encountered while at the Embassies and Consulates. The contractor shall ensure that the COTR is immediately informed of all policy, cost, and process changes implemented by those Embassies and Consulates engaged by the contractor on NASA's behalf. The contractor shall not represent NASA on any issues before the Embassies and Consulate except those noted above. The contractor shall maintain a database of all current trips, visa applications received to date, and applications pending approval at the Embassies and Consulates along with their anticipated delivery of completed visas to travelers. The contractor shall deliver visas to the travelers by the most expeditious method (Federal Express; airport to airport; pouch mail, etc.) when necessitated by short deadlines. The contractor shall protect private information in accordance with NASA Procedural Requirements.

In case of visa processing for the Russian Federation the contractor support will include:

- issuing individual Trip Numbers to all Russian travelers;
- using the established NASA International Travel Database process for Letters of Invitation (LOI) and request for LOIs; inform travelers when the official invitation arrives for their particular trip;
- monitoring voice- and e-mail and responding promptly and appropriately and working with NASA travelers to ensure that the required documentation and information is gathered, verified, and processed within the required timelines;
- verifying future Russian travelers have a current visa and passport with the proper number of entry/exit credentials and reviewing applications for completeness and to ensure that there are no conflicts;
- ensuring visas are delivered to the appropriate individual at NASA Headquarters or other appropriate location and issuing Russian information cards to travelers;
- maintaining a file with passport copies, visas, and visa applications, maintaining trip files for each trip to include all materials related to the trip;
- communicating with the NASA Moscow Liaison Office (NMLO) regarding Russia travels;
- notifying travelers when visas have been received and facilitating delivery;
- notifying appropriate internal NASA offices of Russian travel and coordinating trip numbers with appropriate NASA facilities;
- processing Assignment Cables for PCS and TDY travelers only and Security Clearance Cables for PCS and TDY Travelers and any traveler visiting the U.S. Embassy;
- support and provide backup to the submission of visa applications and retrieving processed visas from the Russian Consulate, paying fees and verifying accuracy of visa dates when retrieving passports from the Russian Consulate.

The contractor shall provide a monthly report for visa processing activities, by NASA Center, by the 10th day of the following month.

4.1 Funding Visa Support

The contractor shall maintain an account with adequate funding for the sole purpose of paying for visas for NASA civil servants. This account will also cover all fees charged to cover the cost of expedited civil servant visa requests and for all visa requests for contractors traveling on NASA business. The contractor must obtain prior approval from COTR for all expedited visa requests. The contractor will establish the account, determine the amount needed and ensure that funds are available to cover the cost of procuring visas for NASA civil servants and contractor travelers. The contractor shall provide to the Contracting Officer or the COTR, upon request, an accounting of the activity of that account. The contractor shall include in the monthly report to the COTR, a summary of visa activity by month and a breakout by NASA Center of the specific visa activity for that center. Other data and the format for reporting will be determined by the COTR.

5. Logistical Support for Overseas Activities

The contractor shall provide administrative, clerical, and logistical support for in-country ground transportation from airports to hotels and hotels to official meetings and events in support of NASA personnel conducting official business in certain foreign countries which accounts for approximately 10% of the service required and no more than 5 meetings per year. This form of support will only be required in those countries where it is expected that logistical and transportation services are not readily available or reliable. SRs specifying overseas logistical support are NOT authorized unless specifically approved in writing by the NASA Headquarters COTR. Further excluded from Overseas Logistical Support, is any function for the personal benefit of members of the delegation and their families, or any local NASA staff.

5.1 Administrative Coordination

The Contractor shall be responsible for providing assistance in the advance preparation and support of overseas meetings and high-level foreign visits to NASA Headquarters (approximately 5-10 per year), including the coordination of all other contract services requested by the Government under the same SR (e.g., translation and interpretation support). The Contractor shall provide support with coordination of trip logistics when required (e.g., changing hotel or airline reservations, obtaining visa extensions, replacing lost passports, and altering ground transportation arrangements). Administrative meeting support (e.g., making and distributing copies of material to be discussed etc.) is required as part of this function.

The Administrative Coordinator is also responsible for preparing required documentation and reports that assist in the successful conclusion of cooperative activities. The format for reporting will be determined by the COTR.

5.2 Clerical Support

In support of overseas meetings and high-level foreign visits to NASA Headquarters, the Contractor shall type correspondence, assist in the preparation of final presentation

packages, copy and distribute meeting materials, assist in the preparation of briefing materials and books, draft meeting minutes, and place and receive phone call relative to the meeting or conference. This function will be performed on-site at NASA Headquarters and/or the Washington, DC metropolitan area.

6. Desktop Publishing

Specifically, the contractor will provide necessary formatting of translations to provide electronic copies that mirror the layout of their original counterparts in terms of physical appearance to the maximum extent practicable. Services include recreating tables where appropriate, electronic scanning of figures and diagrams into the created document, entering all numbers and related information, and, using, appropriate software, replacing original language text in diagrams and figures with translated text.

7. Currency Conversion

The contractor shall convert foreign monetary amounts to United States of America (USA) currency and vice versa based upon the monetary exchange rate applicable on the date of service or initiation/renewal of membership(s). Currency conversions include but are not limited to: all foreign monetary amounts on billing statements, invoices, and other correspondence.

8. Metric Measurements Conversions to the U.S. Measurement System

The contractor shall provide the necessary means to convert all metric measurements to the U.S. measurement system. This includes, but is not limited to:

- Linear (inches, feet, yards, miles) etc.
- Weight (ounces, pounds) etc.
- Liquids (pints, quarts, gallons) etc.
- Force (inch/pounds, foot/pounds) etc.
- Velocity (feet/second, mile/hour)

Said measurements must be gleaned from the text, the appropriate conversion factor needs to be determined and the mathematical conversion carried out. This process shall take place either during the initial translation of the document or during the first editing phase.

Conversions shall then be proofread along with the final proofreading of the translation, to ensure completeness and accuracy.

9. Website Localization

The contractor shall provide engineering services to accompany translation of web content, e.g., resizing of graphics, html coding, and addressing cultural concerns. In some instances, the contractor will need to look at and consider cultural aspects e.g.,

color and/or graphics to ensure these are not offensive to the target language or audience. The contractor will be required to have expertise in this area and may require research of this issue.

10. Video/Audio Voice-Over Narration Services

The contractor shall provide narrators to dub existing English or foreign languages audio or video materials with English or foreign language equivalent; this process takes place after script translation.

11. Instantaneous Telephone Interpreting Services

The contractor shall provide quick access to interpreters over the phone during business hours of 8:00 am to 5:00 pm Eastern Standard Time for all languages. This service is interpreting rather than handling public questions or requests for information.

12. Services

Services under this contract shall be provided to NASA Headquarters and all NASA Centers listed below:

- NASA Headquarters, Washington, DC
- ARC (Ames Research Center), Moffett Field, CA
- DFRC (Dryden Flight Research Center), Edwards, CA
- GSFC (Goddard Space Flight Center), Greenbelt, MD
- JPL (Jet Propulsion Laboratory), Pasadena, CA **(only for provision of visa processing support)**
- JSC (Johnson Space Center), Houston, TX **(excluding any Russian language or Russian logistical support)**
- KSC (John F. Kennedy Space Center), Kennedy Space Center, FL
- LaRC (Langley Research Center), Hampton, VA
- GRC (Glenn Research Center), Cleveland, OH
- MSFC (Marshall Flight Center), MSFC, AL
- SSC (John C. Stennis Space Center), Stennis Space Center, MS

13. Personnel Qualifications

In completing the statement of work requirements set forth above, the contractor shall provide personnel meeting the minimum qualifications described below:

Interpreters and Translators: Duties to be performed by interpreters and translators are set forth in the Statement of Work under Section 3, "TRANSLATION AND INTERPRETATION SERVICES." All interpreters and translators will have the following minimum qualifications:

- Certification as described in Section 3.4 above is required except when a waiver is granted by the Contracting Officer, COTR or the TM.
- Minimum three years experience doing translations and/or interpretations.

Technical Interpreters and Translators: Technical background in interpreting or translating or both, in engineering, aeronautical science, earth science, physical science, bioastronautics, fundamental biology, medicine, public policy, and foreign policy. At least an undergraduate degree or foreign equivalent in the technical field is preferred.

Administrative Coordinator and Assistant: Duties to be performed by the administrative coordinator are set forth in the Statement of Work under Section 5, "LOGISTICAL SUPPORT FOR OVERSEAS ACTIVITIES." Consistent with the duties set forth for administrative support. Duties to be performed by the assistant are set forth in the Statement of Work under Section 5, "LOGISTICAL SUPPORT FOR OVERSEAS ACTIVITIES," consistent with the duties set forth for clerical support. The administrative coordinator and assistant shall have the following minimum qualifications:

- Social fluency in English
- Fully experienced in operating a computer
- Ability to communicate clearly and concisely both in writing and verbally
- Experience in working with people at all levels

The administrative coordinator shall be capable of overall planning and coordination associated with overseas logistical support.

The assistant shall have experience working various word processing, spreadsheet, database, and graphics software packages.

14. Requirement for Performance-Based Service Requests(SRs)

Specific SRs under this contract are to be performance-based to the maximum extent practicable. SRs under this contract are to be discrete, of short duration (approximately 3 months or less), and have a final deliverable that can be evaluated as to its quality and timeliness by the Government.

Translations/Interpretations are considered substandard when they result in omissions or incorrect meanings from that intended in the original language or document; when they are not grammatically correct; when idioms and acronyms are incorrectly translated/interpreted; when formatting is omitted in the translated version; and when incorrect spelling is used in the translated version.

III.1 LIST OF PROVISIONS INCORPORATED BY REFERENCE

(52.212-1) INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (FEB 2012)

III.2 52.252-1 -- SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR) provisions:
http://www.arnet.gov/far/

NASA FAR Supplement (NFS) provisions:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of Clause)

III.3 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)

III.4 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)

III.5 52.209-5-CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) 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 public (Federal, State, or local) 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 (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are __ are not __ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) 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.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *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.

(ii) *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.

(2) *Examples.*

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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).

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

III.6 52.209-7 Information Regarding Responsibility Matters (FEB 2012)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via https://www.acquisition.gov (see 52.204-7).

(End of Provision)

III.7 52.212-2 Evaluation - Commercial Items (JAN 1999)

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

Technical and past performance, when combined, are significantly more important than price. As individual factors, Price is less important than Technical, but more important than Past Performance. Offerors are advised that a proposal meeting the objectives and requirements with the lowest price may not be selected if award to a higher priced Offeror is determined to be most advantageous to the Government.

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

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

(End of Provision)

III.8 52.232-99, Providing Accelerated Payment to Small Business Subcontractors (AUG 2012)(DEVIATION)

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)

ADDENDUM TO FAR CLAUSE 52.212-1

III.9 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (AUG 2000)

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Jonnelle Goff

Phone: 301-286-3807
(collect calls not accepted)

FAX 301-286-0357

E-Mail: Jonnelle.C.Goff@nasa.gov

Address: Goddard Space Flight Center
Greenbelt, MD 20771
Attention: Jonnelle Goff, Mail Code 210.H

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

(End of Provision)

III.10 SERVICE OF PROTEST (52.233-2) (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Dock Master
Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

Protest: NNH12438290R
Attn: Jonnelle Goff/Contract Specialist
GSFC Mail Code 210.H
Contract Specialists Phone No.: 301-286-3807

Note: The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Protests will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 16W Shipping and Receiving Dock. GSFC passes, badges, escorts, etc. are not required for access to the receiving dock.

(b) 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)

III.11 PROPOSAL DUE DATE

Proposals are due by the due date shown in Block 8 of the SF1449.

III.12 PROPOSAL MARKING AND DELIVERY

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The required mailing address and external marking for proposals is as follows:

Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W-Shipping and Receiving Dock
Solicitation Number NNH12438290R
Attn: Jonnelle Goff
Building 17, Room S124

PROPOSAL – DELIVER UNOPENED

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR-ENTER DATE AND TIME)."

Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Soil Conservation Road, north from Greenbelt Road. Proposals and must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which include mailroom operations. Proposals will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 16W Shipping and Receiving Dock. GSFC passes, badges, escorts, etc. are not required for access to the receiving dock.

III.13 PROPOSAL SUBMISSION AND COMMUNICATION

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

PROPOSAL COMPONENT	MAXIMUM PAGES
Technical Merit Proposal	**15 Pages Total**
Cover Page, Indices, Tabs and List of Acronyms, Position Qualifications	Excluded
Past Performance	Excluded
Price Matrix – Including SF1449; and	Excluded

Offeror Representations and Certifications Commercial Items (52.212-3); Price Matrix	

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. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" X 11" pages. The metric standard most closely approximating the described standard 8-1/2" x 11" size may be used. Diagrams, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

Submit signed and dated proposals to the office specified under Proposal due date herein at or before the exact time specified in this solicitation. Proposals shall be submitted on the SF1449. At a minimum proposals must show-

- The RFP number;
- The time specified in the RFP for receipt of proposals;
- The name, address, telephone and facsimile number of the offeror;
- A description of the items being offered in sufficient detail to evaluate compliance with the requirements of the RFP; and
- Price and any discount terms.

One original and three (3) copies of requested information shall be submitted. In addition, an electronic copy must also be submitted. Bindings are permitted on the technical information. Offerors shall include the Offeror's facsimile number and E-Mail address(es).

The Government will answer relevant and appropriate questions regarding this RFP. Any questions or comments regarding this solicitation and any terms and conditions shall cite the RFP number and must be submitted in writing to Ms. Jonnelle Goff not later than seven (7) business days before the deadline for receipt of proposals. Ms. Goff can be reached at 301-286-3807, fax number 301-286-0357, or email at Jonnelle.C.Goff@nasa.gov. Questions the Government may have otherwise answered, may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date. Receipt of late questions will not be reason for an extension to the proposal due date. If you do not wish to submit a proposal for this effort, you are requested to notify Ms. Goff as soon as possible.

This request is not to be construed in any way as a commitment of the Government to pay for proposal costs, nor does it obligate the Government to procure said service.

III.14 REQUIRED INFORMATION TO BE PROVIDED BY OFFEROR

A. Standard Form (SF)1449, Offeror Representations and Certifications

SF 1449 – The Offeror shall appropriately complete Blocks 12, 17, 24, 26 & 30 and return the completed SF1449.

B. Technical Merit

Only the required MINIMUM amount of information is requested for each area below to provide for proper evaluation. Efforts should be made to keep offers as BRIEF as possible, concentrating on information essential for a proper evaluation. Offerors shall identify and discuss risk issues throughout the proposal wherever relevant, and describe their approach to managing these risks.

The Technical Merit Proposal must include a discussion of your plan to meeting the requirements of the contemplated contract. The Technical Merit Proposal should be specific, detailed, and complete enough to clearly and fully demonstrate that you understand the requirements and the inherent problems associated with the objectives of this procurement. Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate as are phrases such as: "Standard procedures will be employed" and "Well-known techniques will be used." The Technical Merit Proposal must be sufficient as to how you propose to comply with the applicable specifications, including a full explanation of the techniques and procedures you propose to follow. Information previously submitted, if any, will be considered only to the extent it is resubmitted. It should not be incorporated by reference.

The Technical Merit Proposal is as follows:

1. Technical Merit Proposal

The Offeror's technical approach should demonstrate an understanding of the requirements and provide the techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The technical approach shall address Statement of Work (SOW) critical elements Sections 3 (Translation and Interpretation Services), 4 (Visa Processing), and 11 (Instantaneous Telephone Interpreting Services) in enough detail to clearly and fully demonstrate that the Offeror understands the requirements and the inherent problems associated with the objectives of this procurement. The Offeror shall explain the approach for identifying the optimum skill mix based upon the requirements of the SOW and the approach for matching skill mix to services/functions. The Offeror shall identify the most significant potential risks under this contract and also describe the risk management techniques that will be used to manage identified risks during contract performance.

The offeror's approach in performing the SOW will be evaluated to determine the offeror's understanding of the objectives and requirement of the SOW.

The Offeror shall provide the staffing plan and skill mix required to accomplish the requirement, along with a discussion of the personnel categories proposed and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner.

The Offeror shall describe the positions considered critical to meet the requirements of the contract. The descriptions shall include the rationale for identifying these positions as critical.

Offerors shall provide written position qualifications for the specific labor categories envisioned for this requirement. Offerors need to address the minimum requirements in the position qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for the position. Offerors shall include the position title and to whom the position reports. All position qualifications will be incorporated into the resultant contract as Attachment F.

The offeror shall identify any significant subcontractors, their roles and responsibilities, and their proposed effect on the performance of the SOW. External dependencies, such as performance by another contractor or the availability of any other sources, shall be fully identified. The offeror shall describe the technical interfaces associated with the tasks. The offeror shall describe the organizational interfaces, including those with the government and the users.

2. Past Performance Proposal –

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed contract.

(a) INFORMATION FROM THE OFFEROR

The Offeror and any proposed significant subcontractor(s) (defined as any subcontract that is likely to exceed 10% of the proposed contract shall provide information on their three (3) most recent contracts ongoing or completed within the last 3 years with Federal, State, and local governments and private companies

for efforts of similar size and content to this requirement. Required information includes a listing of the contract number, contract value, agency/company name and business and technical points of contact (including address, telephone and fax numbers, and e-mail address, if available), description of what the contract was for, and status of the contract [current, termination (if so why), successfully completed]. The Offeror may describe any quality awards, certifications, or letter of commendation that demonstrate its capability and experience in providing similar services in a high quality manner. An Offeror with no previous Government or private industry contracts shall so state. Offerors without a record of relevant past performance or for whom information on past performance is not available, will not be evaluated favorably or unfavorably on past performance.

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) shall provide the questionnaires provided as **Exhibit 1** to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 8 of the SF 1449:

NASA Goddard Space Flight Center
Attn: Jonnelle Goff, Code 210.H
Bldg. 17, Rm. S124
Greenbelt, MD 20771
Telephone: 301-286-3807
FAX: 301-286-0356

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(End of Provision)

3. Price Proposal

Offerors shall complete the Pricing Table, Exhibit 2, and include as part of its proposal. The labor categories proposed must reflect all labor categories and levels within each category anticipated to perform the requirements of the Statement of Work and SRs and should range from entry level to the most senior level. Other Direct Cost shall include all materials and supplies required to support the requirements of the Statement of Work.

4. Deviations/Exceptions

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections I through II of this solicitation, to the Representations and Certifications (Section IV) or to the information requested in Section III. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical".

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in Sections I, II, III or IV as appropriate.

III.15 OFFER ACCEPTANCE PERIOD

The Offeror's proposal shall remain valid for a period of not less than 60 calendar days.

(End of Text)

IV. EVALUATION–COMMERCIAL ITEMS (52.212-2) (JAN 1999)

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 offer: Technical Merit; Past Performance; and Price.

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.

ADDENDUM TO FAR CLAUSE 52.212-2

The Government contemplates awarding a contract resulting from this request to the responsible offeror whose proposal conforming to this request will be most advantageous to the Government, price and other factors considered. Offerors are advised that a proposal meeting the objectives and requirements with the lowest price may not be selected if award to a higher priced offeror is determined to be most advantageous to the Government. Also, offeror information provided for one factor may be used to assess other factors if the Government deems appropriate.

The Offeror's overall technical merit proposal will be evaluated using the following adjectival ratings to determine how well the offeror understands the technical requirements as expressed in the offeror's approach to the Statement of Work (SOW) (Attachment A).

Offerors' ***proposals*** will be evaluated as follows:

(1) Technical Merit

The Offeror's technical proposal will be evaluated using the following adjectival ratings:

ADJECTIVAL RATING	DEFINITIONS
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offeror's response.
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

(a) Overall Technical/Management Approach: The Offeror's overall Technical/Management approach will be evaluated to determine the Offeror's understanding of the requirement and the effectiveness of the Offeror's techniques to provide timely cost effective services. The Offeror's understanding of SOW critical elements 3 (Translation and Interpretation Services), 4 (Visa Processing), and 11 (Instantaneous Telephone Interpreting Services) will be evaluated for effectiveness. The Offeror will be evaluated on the reasonableness of the proposed staff and skill mix to support the requirements of the SOW while position qualifications will be evaluated for comprehensiveness of skill set, breadth of knowledge and depth of experience. The Offeror's rational for identifying critical positions will be evaluated for effectiveness. The Offeror's use of significant subcontractors will be evaluated for the reasonableness of organizational interface and the effectiveness of the Offeror's approach to managing these subcontracts.

(2) Past Performance

Past Performance will be assessed for the Offeror and any proposed significant subcontractors to determine (including but not limited to) the extent to which the Offeror has performed on similar contracts with this type of technical work in terms of size and content as well as the quality of the performance.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual price incurred of at least 10% of that portion of this procurement that the subcontractor is proposed (or estimated to perform)

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of "recent" and "relevant" past performance or if a record of past performance is unavailable. In such cases the offeror will receive a "Neutral" rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror's explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror's Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term "pertinent" is equivalent to the term "relevant." The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeor'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.

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.

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.

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.

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.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of Text)

(3) Price Proposal

The proposed price, as submitted on Exhibit 2, will be assessed to determine reasonableness based on the quantity of hours, skill mix and other direct costs.

The total proposed price will be evaluated and presented to the Selection Official. All price analysis will be performed at the contract level.

The Government will evaluate each offeror's proposed pricing to establish that it is reasonable. In the Contracting Officer's discretion, price reasonableness may be presumed without further review based on adequate price competition for the requirement that is the subject of this solicitation. Where adequate price competition is deemed not to exist based on proposals received or on other factors, the Government, at its election, may determine the reasonableness of any offeror's proposed pricing with reference to the factors identified at FAR 15.404-1(b)(2)(i)-(vii). The Government reserves the right to reject, without further consideration and without notice to the offeror, any offer where the proposed pricing is determined to be unreasonable.

(4) Offeror Representations and Certifications

The Offeror shall appropriately complete and return the Offeror Representations and Certifications Commercial Items (52.212-3).

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (52.212-3) (APR 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via https://www.acquisition.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.

"Sensitive technology"—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

[*Offeror to identify the applicable paragraphs at (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 electronically on ORCA.]

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

(1) *Small business concern*. The offeror represents as part of its offer that it □ 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.

(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 for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:* _____.] Each WOSB concern eligible under the WOSB Program 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, 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 for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses 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.

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

(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, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	**Country of Origin**

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *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) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 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 Free Trade Agreement country end products (other than Bahrainian, Korean, 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, Korean, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

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

[*List as necessary*]

(5) *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)(5)(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;

(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 products.*

Listed End Product Listed Countries of Origin

_____ _____

_____ _____

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

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

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

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

(1) □□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) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) 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.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do 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)