

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 47		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER NNA11392966R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07/14/2011	
7. ISSUED BY NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-0001		CODE ARC		8. ADDRESS OFFER TO (If other than Item 7)			6. REQUISITION/PURCHASE NUMBER 4200392966

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in REFER TO SECTION L until 1430 PT local time 08/15/2011
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME ELIZABETH A. BAIERL	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Elizabeth.A.Baierl@nasa.gov
		AREA CODE 650	NUMBER 604-5082	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Manuel Herrada		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide all labor, material, equipment, transportation, supervision, and inspection in order to accomplish the services specified in the Statement of Work and associated documents. The Statement of Work, entitled "Relocation of Mirror Coater Facility" is incorporated in Section J.1 as Attachment 1.
(End of Text)

[End of Section]

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

Clause(s) listed in D.1 at the beginning of this section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None Included By Reference

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION. (SEPT 2005)

This requirement is designated Class I.

(End of Clause)

[End of Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION E**

Clause(s) listed in E.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.246-4 INSPECTION OF SERVICES—FIXED-PRICE (AUG 1996)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

None Included By Reference

(End of Clause)

E.2 1852.246-72 Material Inspection and Receiving Report.**MATERIAL INSPECTION AND RECEIVING REPORT (AUGUST 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 2 copies, an original and 1 copy.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

[End of Section]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause(s) listed in F.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.242-15 STOP-WORK ORDER. (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

None Included By Reference

(End of Clause)

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract commences upon award. Contract completion date for installation of the Mirror Coater at DAOF is 16 Feb 2012.

(End of Clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following locations: NASA Ames Research Center, Moffett Field, CA and Dryden Aircraft Operations Facility (DAOF).

(End of text)

F.4 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUGUST 1992) ALTERNATE I (SEPTEMBER 1989)

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

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

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

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

(End of Clause)

[End of Section]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION G**

Clause(s) listed in G.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None Included By Reference

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

None Included By Reference

(End of Clause)

G.2 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008)

(a) Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted in quadruplicate, unless otherwise specified, to the address below:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD), Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

This is the "designated billing and payment office" for purposes of the Prompt Payment Act. Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(c) This contract does does not provide for partial payments. If applicable, partial payments will be valued in accordance with the phases of work set forth in the Statement of Work and after verification of progress by COTR.

(End of Clause)

G.3 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the

Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

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

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

[End of Section]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H**

Clause(s) listed in H.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

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

H.2 1852.223-70 SAFETY AND HEALTH (APRIL 2002)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

H.3 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer

reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

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

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

Project Manager
Physical Vapor Deposition (PVD) Vacuum Systems Specialist

(End of Clause)

H.4 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability proposal, including revisions(s), submitted in response to the solicitation entitled "Relocation of Mirror Coater System from NASA Ames Research Center to Dryden Aircraft Operations Facility (DAOF)" is hereby incorporated into the contract by reference.

H.5 SUPPLEMENTAL WARRANTY COVERAGE

The Government may require, post acceptance of the work under this contract, up to 30 hours of telephone support, and, up to 30 hours of on-site support for 'troubleshooting'. This requirement is above standard required warranty coverage and will not exceed 30 hours for telephone and 30 hours for on-site support.

The need for this supplemental warranty support is determined at the discretion of the Government. The Government will commence with a recommissioning of the facility following the performance test conducted by the contractor. If the Government encounters issues during the recommissioning, the Contractor, under this supplemental warranty coverage, shall provide up to 30 hours of over-the-telephone support during normal working hours (per section A.1), Pacific Standard time within 24 hours of request. It is required that such support be provided from a PVD vacuum system specialist who was involved with most aspects of the relocation and performance testing of the Mirror Coater system. To mitigate impact to the contractor, we will require telephone support first and make good faith effort to resolve issues via the telephone. If it is not feasible to resolve issues over the telephone, Contractor shall provide up to 30 hours of on-site support within 48 hours of request. The support shall be provided during normal working hours (per section A.1), Pacific Standard time, support from a PVD vacuum system specialist who was involved with most aspects of the relocation and performance testing of the Mirror Coater system.

Offerors shall acknowledge this supplemental warranty coverage requirement in their technical proposal.

[End of Section]

SECTION I - CONTRACT CLAUSES**I.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION I**

Clause(s) listed in I.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.202-1 DEFINITIONS. (JUL 2004)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

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

52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2010)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009)

52.222-3 CONVICT LABOR. (JUN 2003)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JULY 2005)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)

52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)

52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING. (SEP 2010)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION. (SEP 2010)

52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007) -- ALTERNATE I (APR 1984)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

52.232-1 PAYMENTS (APR 1984)

52.232-4 PAYMENTS UNDER TRANSPORTATION CONTRACTS AND TRANSPORTATION-RELATED SERVICES CONTRACTS (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

52.232-25 PROMPT PAYMENT. (OCT 2008)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)

52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)

52.233-3 PROTEST AFTER AWARD. (AUG 1996)

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52.243-1 CHANGES—FIXED PRICE (AUG 1987)

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52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

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52.247-5, FAMILIARIZATION WITH CONDITIONS (APR 1984)

52.247-12, SUPERVISION, LABOR, OR MATERIALS (APR 1984)

52.247-14, CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT (APR 1984)

52.247-15, CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING (APR 1984)

52.247-22, CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS (APR 1984)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.223-70 Safety and Health (April 2002)

1852.228-75 Minimum Insurance Coverage (October 1988)

I.2 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JAN 2011)

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b) (1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)

(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

I.3 52.216-18, ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from award of contract through 16 February 2012.

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

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

(End of clause)

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 10 LF of installed, vacuum-welded 2” diameter passivated-stainless steel vacuum piping, or in an amount less than 3 LF of installed, vacuum-welded 6” diameter passivated-stainless steel vacuum piping, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 70 LF of installed, vacuum-welded 2” diameter passivated-stainless steel vacuum piping, or in excess of 20 LF of installed, vacuum-welded 6” diameter passivated-stainless steel vacuum piping;

(2) Any order for a combination of items in excess of 90 LF of installed piping; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 16 February 2012.

(End of clause)

I.6 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

Civil Engineering Tech \$30.55 + \$3.59

Electrician, Maintenance \$35.53 + \$3.59

Shipping Packer \$15.84 + \$3.59

Truck Driver, Heavy \$21.78 + \$3.59

(End of clause)

I.7 52.246-20, WARRANTY OF SERVICES (MAY 2001)

(a) *Definition.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 45 days from the date of acceptance by the Government. This notice shall state either—

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

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

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

Federal Acquisition Regulation (FAR) clauses:

<http://www.acquisition.gov>

NASA FAR Supplement (NFS) clauses:

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

(End of Clause)

I.9 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

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

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.10 1852.215-84 OMBUDSMAN. (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and Contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source

Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, which is posted at http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail agency-procurementombudsman@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of Clause)

[End of Section]

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**J.1 LIST OF ATTACHMENTS**

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

Attachment No.	Title	Date	No. of Pages
J.1	Statement of Work	15 July 2011	80
J.2	SCA Wage Rate, Santa Clara County and Orange/LA Counties	13 June 2011	26
J.3	Pricing Template (completed by Offeror)	Submit with Proposal	1
J.4	Descriptive Attachment Listing	15 July 2011	1
J.5	MCF Timelines/Submittals	15 July 2011	2
J.6.1	Description/Components List Part 1	15 July 2011	17
J.6.2	Description/Components List Part 2	15 July 2011	17
J.6.3	Description/Components List Part 3	15 July 2011	15
J.7.1	Structural Design Criteria	15 July 2011	4
J.7.2	Chamber Support Legs	15 July 2011	13
J.7.3	Head Support Frame	15 July 2011	55
J.7.4	Head Support Brackets	15 July 2011	7
J.7.5	Platform Design	15 July 2011	7
J.8	Safety Data Sheet	15 July 2011	9
J.9.1	Activity Hazard Analysis Form	15 July 2011	1
J.9.2	AHA Example	15 July 2011	6
J.9.3	MCF Safety Assessment Report	15 July 2011	103
J.9.4	PMA OSHA Report	15 July 2011	63
J.10	MCF As-Builts	15 July 2011	57
J.11.1	Electric Console Drawings	15 July 2011	7
J.11.2	PWR Cabling	15 July 2011	7
J.12	Mirror Aluminizing Procedure	15 July 2011	52
J.13	Mirror Coating Chamber Int Sys Test	15 July 2011	80
J.14	Ames Standard Drawing Template	15 July 2011	1
J.15	Ames Research Center Map	15 July 2011	1

J.16	NASA ARC Confined Space Entry Permit	15 July 2011	1
J.17	Confined Space Evaluation Form	15 July 2011	1
J.18	Hot Work Permit-Sample	15 July 2011	1

(End of Clause)

[End of Section]

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**K.1 PROVISIONS INCORPORATED BY REFERENCE -- SECTION K**

Provisions listed at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text is available at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated by Reference, Section L.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

52.225-25 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION (SEP 2010)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

None Included By Reference

(End of Clause)

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that—

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 488991.

(2) The small business size standard is \$25.5 million.

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

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

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

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at

52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan— Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

__ (i) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (iv) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

__ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

K.4 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 or 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)

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 488991.

(2) The small business size standard is \$25.5 million.

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

(b) Representations.

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It o is, o 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 o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.*] *Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.*

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____.*] *Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.*

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

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.*] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

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

(i) It is, or 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, or is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(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.

(c) *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 concern eligible under the WOSB Program.

“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 the size standard in paragraph (a) of this provision.

“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 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.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

- (a) It ___ has, ___o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ___ has, ___ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

- (a) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

[End of Section]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**L.1 PROVISIONS INCORPORATED BY REFERENCE – SECTION L**

Clause(s) listed in L.1 are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text is available at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated by Reference in this section.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

52.237-1 SITE VISIT (APR 1984)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.233-70 PROTESTS TO NASA (OCT 2002)

(End of Clause)

L.2 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Elizabeth Baierl

Email: elizabeth.a.baierl@nasa.gov

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

(b) The government will conduct one (1) organized site visit for both locations, ARC and DAOF. The site visit for Ames Research Center (ARC) at Moffett Field, CA is scheduled for Tuesday, July 19, 2011 at 1PM local time. Attendees shall meet at building N211, just outside room 121.

The site visit for Dryden Aircraft Operations Facility (DAOF), Palmdale, CA is scheduled for Thursday, July 21, 2011 at 1pm local time. Attendees shall meet at the security trailer for badging adjacent to the hangar.

In order to arrange access to each location, offerors planning to attend shall notify julie.schonfeld@nasa.gov no later than 2 PM local time on 18 July 2011. Provide the company name, names of representatives, number of representatives and citizenship. Offerors failing to do so may not have access to this site tour. Site visits are limited to U.S. citizens or legal permanent residents. Offerors are limited to 3 individuals per company.

(c) Questions of comments must be submitted no later than 26 July 2011, not later than 2:00 pm Pacific time to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

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

(End of Provision)

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract.

(End of provision)

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability Office (GAO), shall be served on the Contracting Officer, Manuel Herrada, at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from:

NASA Ames Research Center
Attn: Manuel Herrada
Mail Stop 241-1
Moffett Field, CA 94035-1000

(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)

L.5 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 address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.acquisition.gov>

NASA FAR Supplement (NFS) clauses:

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

(End of provision)

L.6 1852.223-73 SAFETY AND HEALTH PLAN (NOVEMBER 2004)

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

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

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

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

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

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

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

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

(End of provision)

L.7 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

Electronic (email) Submission of Offers ONLY:

EMAIL OFFERS TO:

Offers will be accepted electronically (only) and shall be sent only to the email addresses listed below:
elizabeth.a.baierl@nasa.gov

Submission of Offers in three (3) volumes, in Adobe .pdf format only, to the email address(es) indicated in this Section L of the RFP. Each Volume shall be combined into one pdf document using Adobe Pro or similar software, and clearly labeled Vol I, Vol II, and Vol III. Files cannot exceed 10 MB in size. If a Volume exceeds this capacity, split the Volume into separate pdf files and clearly label them Vol Ia, Vol Ib, Vol IIa, Vol IIb, etc. Each Volume shall be submitted in separate folders/files (Adobe pdf) only.

NOTE: .TIF, JPEG, and other files are not acceptable. Offerors are cautioned that no reference to the proposed price(s) shall be made in technical (VOL II) or past performance information (VOL III).

Offerors shall comply with all requirements of the proposal submission instructions. Deviations shall be fully explained; however, inclusion of proposed prices in the technical or in the past performance IS NOT AN ACCEPTABLE DEVIATION. Any offer that states, includes, or alludes to the proposed price(s) in those sections shall be determined to be unacceptable and shall not be considered for award.

VOL I - OFFER (SF 33), Complete Attachment J.3 (Pricing Template). Include Section K, Representations and Certifications. Include signed acknowledgement of any solicitation amendments. Provide DUNS # on the front of the SF33 to be used to verify contractor's records in the ORCA.gov, CCR.gov, and other administrative databases. The SF33 must be signed before digitized and emailed.

VOL II MISSION SUITABILITY – Do not include prices on this volume.

Include in VOL II the following:

SUBFACTORS

A. Technical Expertise/Capability in Multi-Ton Cryogenic Vacuum Systems

- Relocation Plan, not to exceed 40 pages
- Key Personnel Resumes

B. Technical Approach

C. Project Schedule

D. Quality Assurance and Safety Plan, as per SOW and NFS 1852.223.73

VOL III- PAST PERFORMANCE – Offerors shall provide a listing of contact information on the references to which questionnaires-- located in Section L of this RFP--were sent and that the Government expects receipt. Provide information on at least three (3) previous contracts of similar scope and magnitude. Past performance references must be recent and relevant. Recency is determined to be no more than three years prior to the issuance of this RFP. Relevancy is determined to be of similar scope and complexity with respect to this acquisition. Offerors are encouraged to send the Past Performance Questionnaires out early requesting respondents return them to this office as early as possible, and prior to RFP closing date.

L.8 Proposal Preparation – Specific Instructions

The contract award will be based on evaluation of the following factors:

- Mission Suitability
- Past Performance
- Price

Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Each proposal volume shall only contain information germane to that respective factor. (See the weighting for the factors and subfactors in Section M.4.)

(a) MISSION SUITABILITY - VOLUME II

The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, current, detailed and complete. Offerors must not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

The evaluation will be based on the information presented in the written subfactors. The proposal must specifically address each listed evaluation subfactor.

The content of the offeror's Mission Suitability volume shall provide the basis for evaluation of the offeror's response to the technical requirements of the RFP.

Offerors are to address the areas set forth below. It is noted that stating that the Offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Proposals that restate the SOW without discussing approach and rationale may be considered unacceptable and subject to rejection. Statements such as "standard procedures will be employed" or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation

SUBFACTORS:

- A. Technical Expertise/Capability in Multi-Ton Cryogenic Vacuum Systems
- B. Technical Approach
- C. Project Schedule
- D. Quality Assurance and Safety Plan, as per SOW and NFS 1852.223.73

(A) Technical Expertise/Capability in Multi-Ton Cryogenic Vacuum Systems (Subfactor)

The offeror shall provide narrative that demonstrates the offeror's understanding of the technical requirements of the Statement of Work (SOW). The offeror shall discuss approaches to the requirements, merits of those approaches, and rationale for the approaches.

i. Relocation Plan

The offeror shall provide a relocation plan that demonstrates the offeror's understanding of the technical requirements of the Statement of Work (SOW). The offeror shall discuss specifically how the work will be accomplished.

ii. Key Personnel

The offeror shall provide resumes for at least the following key personnel;
Project Manager
Physical Vapor Deposition (PVD) Vacuum Systems Specialist

(B) Technical Approach

The offeror shall describe its technical approach to accomplish the requirements of the SOW. The offeror shall provide offered warranty information in addition to the supplemental warranty requirement found at Section H.5.

(C) Project Schedule

The offeror shall provide a project schedule per SOW that includes lines identifying the significant and definable features of the technical tasks of the project to an appropriate level of detail.

(D) Quality Assurance and Safety Plan, as per SOW and NFS 1852.223.73

The offeror shall provide a Quality Assurance and Safety Plan addressing the implementation of requirements in SOW Appendix B, C, and D.

Compliance with these instructions will help ensure fair and balanced evaluations are conducted. Note: Failure to follow these instructions may render the proposal "non responsive".

End of Clause

PAST PERFORMANCE QUESTIONNAIRE

Instructions:

Offeror: After completing Section A, please email the questionnaire to the customer points of contact (your references) **ENCOURAGE EARLY SUBMISSION. All submittals must be received PRIOR TO RFP DUE DATE.**

Offeror's Evaluator: Please complete Section B and email to elizabeth.a.baierl@nasa.gov.

This is time sensitive and your immediate attention is requested.

When filled in, this document is source selection sensitive information IAW FAR 2.101 and 3.104

SECTION A: Contractor Information (to be completed by the contractor prior to sending to respondent)

- 1. Contractor's Title, Name and Address:
- 2. Point of Contact: _____
- 3. Phone Number (with area code): _____
- 4. Contract Number(s): _____
- 5. Description / Explanation of contract services provided:

SECTION B: Respondent Information: (To be completed by Respondent, i.e., Commercial Sector or Government)

- 1. Respondent's Title, Name and Address
- 2. Phone Number (with area code): _____
- 3. Contract Specifics:
 - a. Contract Number: _____
 - b. Contract Type: **Firm-Fixed-Price** **Indefinite Quantity/Task Order** **Cost-Reimbursement**
 - c. Start Date / End Date: _____

d. Original Contract Amount: _____

e. Current Contract Value: _____

f. Estimated Value at Completion: _____

PAST PERFORMANCE EVALUATION OFFEROR’S REFERENCE QUESTIONNAIRE

1. Complete this questionnaire using the grading system explained below. Your assessment should only consider performance for which the contractor is responsible and accountable. Each offeror shall be assigned one the following ratings:

E EXCELLENT/HIGH CONFIDENCE - Performance meets contractual requirements and exceeds many (requirements) to the Government's benefit. The contractual performance of the element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

V VERY GOOD/SIGNIFICANT CONFIDENCE - Performance meets contractual requirements and exceeds some (requirements) to the Government's benefit. The contractual performance of the element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

G GOOD/CONFIDENCE - Performance meets contractual requirements. The contractual performance of the element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

F FAIR/LITTLE CONFIDENCE - Performance does not meet some contractual requirements. The contractual performance of the element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented.

P POOR/NO CONFIDENCE - Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

N NOT APPLICABLE/UNKNOWN CONFIDENCE - Unable to provide a score. Performance in this area not applicable to effort assessed.

2. Please circle the rating, the appropriate letter, for each item on the questionnaire, which most accurately describes the contractor’s performance. Provide frank, concise comments or supporting narrative explanations in the spaces provided. When responding to the descriptive statements, select the answer which most accurately describes the contractor’s performance or situation. You may use the back of the questionnaire if additional space is needed. If more space is required, continue on the back of this form.

PAST PERFORMANCE QUESTIONS:

a. Quality of services received were satisfactory. Any dissatisfaction, please explain.

E V G F P N

b. Contractor met established work schedules to complete all performance requirements. Yes/No What were the causes of any schedule variances? (explain)?

E V G F P N

c. Was money deducted for services not received? If yes, please explain

d. Has the necessary experience and knowledge of the training and training evaluation support industry? (Yes/No) Explain any negative comments.

e. Has the necessary manpower to perform during the initial start-up period and has performed in an efficient and timely manner.

E V G F P N

f. Provided all reports required by your contract in a timely manner.

E V S M U N

g. Identified problems in advance and when necessary, took positive and effective corrective actions.

E V S M U N

h. Any reservations in awarding another contract to the offeror? Yes/No If yes, please explain.

i. Select one rating which most accurately describes the contractors' overall performance on your contract.

E V S M U N

NOTE TO EVALUATORS: IT IS VERY IMPORTANT THAT YOU RETURN THIS DOCUMENT IMMEDIATELY TO:

NASA Ames Research Center, Code JAZ
ATTN: Elizabeth Baierl MS 241-1
Phone: 650.604.5082
E-mail: elizabeth.a.baierl@nasa.gov

[End of Section]

SECTION M – EVALUATION FACTORS FOR AWARD

SECTION M-EVALUATION FACTORS FOR AWARD

M.1 CLAUSES INCORPORATED BY REFERENCE – SECTION M

Clause(s) listed at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

None Included By Reference

(End of Clause)

M.2. EVALUATION OF OFFERS (SINGLE AWARD FOR ENTIRE REQUIREMENT)

Due to the interrelationship of services to be provided hereunder, the Government intends to make a single award under this solicitation. Therefore, offers proposing less than the entire effort specified herein shall be determined to be unacceptable and may be removed from consideration for award.

M.3 SOURCE SELECTION AND EVALUATION FACTORS—General

(a) Source Selection

This competitive negotiated acquisition will be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject.

The attention of Offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals."

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

(b) Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Past Performance, and Price. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactors. Only the Mission Suitability factor is numerically scored.

(c) Relative Order of Importance of Evaluation Factors

Mission Suitability is somewhat more important than Past Performance, and Past Performance is

somewhat more important than Price. When combined, Mission Suitability and Past Performance are significantly more important than Price.

(End of text)

M.4 EVALUATION FACTORS AND SUBFACTORS

MISSION SUITABILITY FACTOR

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor, or whether they are overstated or understated for the effort to be accomplished as described by the Offeror and evaluated by NASA. The evaluation will determine how thoroughly the Offeror understands the needs and objectives of the general requirements and overall scope of the SOW. The government will evaluate the Offeror's general approach for effectiveness, completeness, efficiency, consistency and innovation. If the Offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding or commitment to the requirements.

EVALUATION FACTOR #1: MISSION SUITABILITY MISSION SUITABILITY SUBFACTORS

Subfactor A – Technical Expertise/Capability in Multi-Ton Cryogenic Vacuum Systems

This subfactor will be used to ascertain the offeror's expertise, capability, and prior experience including managing projects of similar complexity and duration; recent and relevant experience in development and installation of multi-ton cryogenic and vacuum systems; transportation and handling of multi-ton cryogenic and vacuum systems and the analysis required for stability in transport and handling; experience in certified vacuum welding; and ability to manage general construction covering demolition, installation, modifications, and finish work.

Subfactor B – Technical Approach

The evaluation will determine how thoroughly the Offeror understands the needs and objectives of the general requirements and overall scope of the SOW. The government will evaluate the Offeror's general approach for effectiveness, completeness, efficiency, consistency and innovation. The Government will evaluate the offeror's proposed warranty information including how the supplemental warranty requirement at Section H.5 is addressed by the offeror.

Subfactor C – Project Schedule

The government will evaluate the offeror's project schedule to include reviewing it for detail sufficient to determine timescale for each significant tasks, and, if adequate time is allocated.

Subfactor D – Quality Assurance, Safety, and Health Plan

The government will evaluate the offeror's proposal documents to include the required Safety and Health Plan to ascertain if it adequately addresses the implementation of all requirements for safety, health, and quality assurance with reasonable fidelity.

EVALUATION FINDINGS

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

Strength (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

Significant Strength (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

WEIGHTS AND SCORING

In accordance with NFS 1815.304-70(b) (1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

Subfactor A – Technical Expertise/Capability in Multi-Ton Cryo Vac Sys	300 pts
Subfactor B – Technical Approach	350 pts
Subfactor C – Project Schedule	200 pts
Subfactor D – Quality Assurance and Safety Plan	150 pts

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A) (see below). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

Mission Suitability subfactors and the total Mission Suitability factor will be evaluated using the following adjectival ratings, definitions, and percentile ranges:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100

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.	71-90
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.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
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.	0-30

EVALUATION FACTOR #2: PAST PERFORMANCE

PAST PERFORMANCE FACTOR

Offeror's should provide information on at least three (3) previous contracts of similar scope and magnitude. An Offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must be recent and relevant

For purposes of past performance, the term "Offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant subcontractors shall also be evaluated and attributed to the Offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed fewer than three (3) years prior to the issuance of this RFP. Contracts completed more than three (3) years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated. Relevancy is determined to be of similar scope and complexity with respect to this acquisition. A "relevant" contract depends on the size, content, and/or complexity of the contract with respect to this acquisition.

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. These contracts (if any) must meet the above "recent" and "relevant" criteria.

An Offeror will 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.

PAST PERFORMANCE CONFIDENCE RATING

The overall confidence rating assigned to an Offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in questionnaires received and other information obtained by the government.

Very High Level of Confidence

The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

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)].

EVALUATION FACTOR #3: PRICE

(1) This is a firm fixed price acquisition. The prices offered will be evaluated for reasonableness and realism. The Government will conduct Price Proposal evaluations in accordance with Section 15.4 of the FAR. Particular attention shall be given to FAR 15.404-1(b) entitled Price Analysis. Elements of FAR 15.404-1(b) that shall be considered include comparison of proposed prices received in response to the solicitation and comparison of proposed prices with independent Government cost estimates.

(2) Price Proposal evaluations shall also include an analysis for unbalanced pricing as referenced in FAR 15.404-1(g). A determination of unbalanced pricing may lead to the rejection of the Offer as permitted in FAR 15.404-1(g)(3).

(3) Relatively low prices will also be evaluated to determine whether there is a risk of default in the event of award to that Offeror. If the Government determines that there is an unreasonably high risk of default, such a determination may serve as the basis for non-selection.

(4) The overall price for evaluation purposes will be the sum of the prices proposed for Contract Line Items 0001, 0002, and 0003, in J.3 Pricing Template for Section B.1 of the solicitation.

(End of provision)

[End of Section]