

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 4200407623		PAGE OF 1 61		
2. CONTRACT NO. NNJ12JB11B		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NNJ12407623R		6. SOLICITATION ISSUE DATE 10/31/2011	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Omar Collier			b. TELEPHONE NUMBER (No collect calls) 281.792.7830		8. OFFER DUE DATE/LOCAL TIME 11/22/2011 1630 LT	
9. ISSUED BY NASA/Johnson Space Center Attn: Omar Collier BJ4 2101 NASA Parkway Houston TX 77058-3696			CODE JSC	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SOLE SOURCE NAICS: 541330 SIZE STANDARD: \$27.0 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO NASA/Johnson Space Center 2101 NASA Parkway Houston TX 77058-3696			CODE JSC	16. ADMINISTERED BY NASA/Johnson Space Center Attn: Omar Collier BJ4 2101 NASA Parkway Houston TX 77058-3696				
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
001	Aircraft Mechanical Engineering Services							
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		
				Scott A. Stephens				

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

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (*Print*) _____ 42b. RECEIVED AT (*Location*) _____ 42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

CONTINUATION OF BLOCK 18A - PAYMENTS

2.1 SUBMISSION OF INVOICES

Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information as applicable: Contract and Task Order number, contract line item number(s) (CLIN), unit prices per (CLIN), quantities per CLIN, description of supplies or services, and extended totals. Invoices shall be submitted to one of the following:

- I. NASA Shared Services Center (NSSC)
Financial Management Division (FMD)
Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529-6000
- II. E-mail address: NSSC-AccountsPayable@nasa.gov
- III. Fax Number: 1-866-209-5415

Unless otherwise notified by the Contracting Officer, the Contractor shall also submit a concurrence copy of all invoices to the Contract Specialist at the following email address: omar.k.collier@nasa.gov.

In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

(End of clause)

CONTINUATION OF BLOCK 20 – THE SCHEDULE

SUPPLIES OR SERVICES AND PRICES/COSTS

2.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The contractor shall provide all labor and materials necessary to perform the NASA Johnson Space Center's Aircraft Mechanical Engineering Services requirements in accordance with the contract terms and conditions. Requirements include addressing system and component obsolescence, and support the sustainment, alteration, and improvement of aircraft mechanical systems. Aircraft mechanical systems include: landing gear, fuel systems, hydraulics, air conditioning and pressurization, pneumatics, windshield and canopy de-fogging, windshield anti-icing, and flight controls. Additionally, there are requirements for design, development, qualification, technical data upgrade, and system upgrade support. The services required consist of analysis of engineering designs and technical documentation of the analysis, design and testing of new hardware, and support for installation, testing, and support of NASA's air-worthiness certification of the alteration.

(End of clause)

2.3 SUPPLIES AND/OR SERVICES TO BE ORDERED

Unit prices for services and supplies that may be ordered on task orders are listed below. These fixed price rates are fully burdened, including profit.

(End of clause)

2.3.1 Rates for Services and Supplies - Contract Year 1

Item	Category	Unit	Rate (\$)
1	Engineer 5	Hour	
2	Engineer 4	Hour	
3	Engineer 3	Hour	
4	Engineer 2	Hour	
5	Engineer 1	Hour	
6	Manager 5	Hour	
7	Manager 4	Hour	
8	Manager 3	Hour	
9	Manager 2	Hour	
10	Manager 1	Hour	
11	Technician 5	Hour	
12	Technician 4	Hour	
13	Technician 3	Hour	
14	Technician 2	Hour	
15	Technician 1	Hour	
16	Material Handling Rate	%	
17	Material Discount Rate	%	

2.3.2 Rates for Services and Supplies - Contract Year 2

Item	Category	Unit	Rate (\$)
18	Engineer 5	Hour	
19	Engineer 4	Hour	
20	Engineer 3	Hour	
21	Engineer 2	Hour	
22	Engineer 1	Hour	
23	Manager 5	Hour	
24	Manager 4	Hour	
25	Manager 3	Hour	
26	Manager 2	Hour	
27	Manager 1	Hour	
28	Technician 5	Hour	
29	Technician 4	Hour	
30	Technician 3	Hour	
31	Technician 2	Hour	
32	Technician 1	Hour	
33	Material Handling Rate	%	
34	Material Discount Rate	%	

2.3.3 Rates for Services and Supplies - Contract Year 3

Item	Category	Unit	Rate (\$)
35	Engineer 5	Hour	
36	Engineer 4	Hour	

37	Engineer 3	Hour	
38	Engineer 2	Hour	
39	Engineer 1	Hour	
40	Manager 5	Hour	
41	Manager 4	Hour	
42	Manager 3	Hour	
43	Manager 2	Hour	
44	Manager 1	Hour	
45	Technician 5	Hour	
46	Technician 4	Hour	
47	Technician 3	Hour	
48	Technician 2	Hour	
49	Technician 1	Hour	
50	Material Handling Rate	%	
51	Material Discount Rate	%	

2.3.4 Rates for Services and Supplies - Contract Year 4

Item	Category	Unit	Rate (\$)
52	Engineer 5	Hour	
53	Engineer 4	Hour	
54	Engineer 3	Hour	
55	Engineer 2	Hour	
56	Engineer 1	Hour	
57	Manager 5	Hour	
58	Manager 4	Hour	
59	Manager 3	Hour	
60	Manager 2	Hour	
61	Manager 1	Hour	
62	Technician 5	Hour	
63	Technician 4	Hour	
64	Technician 3	Hour	
65	Technician 2	Hour	
66	Technician 1	Hour	
67	Material Handling Rate	%	
68	Material Discount Rate	%	

2.3.5 Rates for Services and Supplies - Contract Year 5

Item	Category	Unit	Rate (\$)
69	Engineer 5	Hour	
70	Engineer 4	Hour	
71	Engineer 3	Hour	
72	Engineer 2	Hour	
73	Engineer 1	Hour	
74	Manager 5	Hour	

75	Manager 4	Hour	
76	Manager 3	Hour	
77	Manager 2	Hour	
78	Manager 1	Hour	
79	Technician 5	Hour	
80	Technician 4	Hour	
81	Technician 3	Hour	
82	Technician 2	Hour	
83	Technician 1	Hour	
84	Material Handling Rate	%	
85	Material Discount Rate	%	

For Items 1 through 15, 18 through 32; 35 through 49; 52 through 66; and 69 through 83, the fixed hourly rates are fully burdened rates, including wages, indirect costs, general and administrative expenses, and profit.

The following is for Items 16, 33, 50, 67 and 84. If the Contractor’s accounting system uses a separate material handling charge or material overhead percentage rate which is applicable to purchased materials, the rate which shall apply to Contractor-supplied material shall be as indicated.

The following is for Items 17, 34, 51, 68 and 85. The nature of the work to be performed is expected to require the contractor to furnish material, which is regularly sold to the general public in the normal course of business. As contemplated in paragraph (b)(6) of the clause 52.232-7 Payments under Time-and Materials and Labor Hour Contracts, the applicable discount which the Government may receive under this contract with respect to such material shall be as indicated.

2.4 PAYMENTS FOR PER DIEM AND TRAVEL

The Government shall provide Letter of Identification (LOI) – Official Travel of Government Contractors to the contractor prior to the specified travel event, when deemed necessary by the Government. The contractor shall be reimbursed for costs associated with Government approved travel in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR).

(End of clause)

2.5 CONTRACT TYPE

This is a Time and Materials contract. Not to exceed task orders will be issued to initiate work under this contract. Total value of all task orders issued under this contract shall not exceed \$4,500,000 during the performance of this contract. The Government’s obligation to order the services or supplies does not occur until a task order has been placed in accordance with Task Order Procedures Clause 1852.216-80.

(End of clause)

2.6 PERIOD OF PERFORMANCE

The period of performance of this contract is 5 years from the effective date of the contract.

(End of clause)

[END OF SECTION]

SECTION 3 – CONTINUATION OF BLOCK 27 – CONTRACT CLAUSES

3.1 52.212-4 Contract Terms and Conditions - Commercial Items. (JUN 2010)

3.2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (AUG 2011)

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

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

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

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

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

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

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

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

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

[X](4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282)(31 U.S.C. 6101 note).

[](5) 52.204-11, American Recovery and Reinvestment Act--Reporting Requirements (JUL 2010) (Pub. L. 111-5).

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

[X](7) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161)

[](8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

[](9) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[](10) (Reserved)

[X] (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

- (ii) Alternate I (OCT 1995) of 52.219-6.
- (iii) Alternate II (MAR 2004) of 52.219-6.
- (12)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - (ii) Alternate I (OCT 1995) of 52.219-7.
 - (iii) Alternate II (MAR 2004) of 52.219-7.
- (13) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- (14)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (OCT 2001) of 52.219-9.
 - (iii) Alternate II (OCT 2001) of 52.219-9.
 - (iv) Alternate III (JUL 2010) of 52.219-9.
- (15) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (16) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (17)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
 - (ii) Alternate I (JUN 2003) of 52.219-23.
- (18) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (19) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)(15 U.S.C. 657 f).
- (21) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (22) 52.219-29, Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).
- (23) 52.219-30, Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).
- (24) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (25) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

- (26) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (27) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (28) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (29) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (30) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (32) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (33)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (35)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).
- (37) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (38)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- (39) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (40) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (42) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(43) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(44) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(45) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(46) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(47) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

(48) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

(ii) Alternate I (APR 2003) of 52.247-64.

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

(1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) (Reserved)

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

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

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

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

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

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

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

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

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

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

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

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

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

(End of clause)

3.3 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 Date)_ through _(Award Date plus 5 Years)_.
- (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)

3.4 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 \$1,000, 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 \$1,000,000;
 - (2) Any order for a combination of items in excess of \$1,000,000; or
 - (3) A series of orders from the same ordering office within 10 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 15 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)

3.5 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 *(Award Date Plus 5 Years)* .

(End of Clause)

3.6 1852.216-80 Task Ordering Procedure (OCTOBER 1996) - Alternate I (OCTOBER 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
 - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

As prescribed in [1816.506-70](#), insert the following paragraph (i) if the contract does not include 533M reporting:

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

- (1) Contract number, task order number, and date of the order.
- (2) Task ceiling price.
- (3) Cost and hours incurred to date for each issued task.
- (4) Costs and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

3.7 1852.215-84 Ombudsman. (OCT 2003) -- Alternate I (JUN 2000)

(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. The current list of Center Ombudsmen is available 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.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

3.9 1852.223-75 Major Breach of Safety or Security. (FEB 2002) -- Alternate I (FEB 2006)

- (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. Safety is essential to NASA and is a material part of this contract. 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. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

- (b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.
- (c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

3.10 1852.237-73 Release Of Sensitive Information (JUN 2005)

- (a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages *[insert page numbers or other identification of pages]*. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in

paragraph (d) of this clause.

- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
 - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
 - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
 - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
 - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

3.11 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

For Federal Acquisition Regulation (FAR) clauses,
see <http://www.acqnet.gov/far/>

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

(End of clause)

3.12 Listing of Clauses Incorporated By Reference

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) –

- 52.203-5 Covenant Against Contingent Fees. (Apr 1984)
- 52.203-7 Anti-Kickback Procedures. (Oct 2010)
- 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)
- 52.204-7 Central Contractor Registration. (Apr 2008)
- 52.204-9 Personal Identity Verification of Contractor Personnel. (Jan 2011)
- 52.223-5 Pollution Prevention and Right-to-Know Information. (May 2011)
- 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (Sep 2010)
- 52.227-1 Authorization and Consent. (Dec 2007)
- 52.227-14 Rights in Data--General. (Dec 2007)
- 52.227-23 Rights to Proposal Data (Technical). (Jun 1987)
- 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (Feb 2007)
- 52.232-17 Interest. (Oct 2010)
- 52.232-23 Assignment of Claims. (Jan 1986)
- 52.242-13 Bankruptcy. (Jul 1995)
- 52.243-3 Changes - Time-and-Materials or Labor-Hours. (Sep 2000)
- 52.244-6 Subcontracts for Commercial Items. (Dec 2010)
- 52.245-1 Government Property. (AUG 2010)
- 52.245-9 Use and Charges. (Aug 2010)
- 52.246-6 Inspection -- Time-and-Material and Labor-Hour. (May 2001)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels. (Feb 2006)
- 52.251-2 Interagency Fleet Management System Vehicles and Related Services. (Feb 1998)
- 52.253-1 Computer Generated Forms. (Jan 1991)

NASA FAR SUPPLEMENT

1852.245-71 Installation—Accountable Government Property (Jan 2011)

SECTION 4 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

LIST OF ATTACHMENTS

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

- | | |
|---|-----|
| 1. Statement of Work | 4-2 |
| 2. JSC Data Requirements List (DRL) (JSC Form 2323) | 4-3 |
| 3. DRD 01 – Labor Hour and Materials Report | 4-4 |
| 4. DRD 02 – Contractor’s Quality Control Plan (QCP) | 4-5 |
| 6. Standard Labor Categories | 4-6 |

ATTACHMENT 1
STATEMENT OF WORK

STATEMENT OF WORK

**WB-57 MECHANICAL ENGINEERING SERVICES
AND SUPPORT CONTRACT**

Contents

1.0	INTRODUCTION	4
2.0	TASKS	4
2.1	Project Management	4
2.2	Task Order Management Plan	4
2.3	Task and Project Control	4
2.4	Planning and Execution	4
2.5	Briefings, Schedules, and Budgets	4
2.6	Financial Management	5
2.7	Aircraft Support	5
2.8	Technical Support	5
2.9	Engineering Services	5
2.10	Reserved	7
2.11	System Engineering and Integration Support	7
2.12	Information Technology	7
2.13	Rapid Prototyping Support	7
2.14	Reserved	7
2.15	Testing Services	7
3.0	GOVERNMENT FURNISHED PROPERTY AND SERVICES	7
3.1	General	7
3.2	Facilities, Supplies and Services	7
3.3	Contractor Furnished Items	7
4.0	GENERAL INFORMATION	8
4.1	Security Clearances	8

1.0 INTRODUCTION

This Statement of Work (SOW) defines the scope of engineering services to address system and component obsolescence and support the sustainment, alteration, and improvement of NASA WB-57 aircraft, T-38 aircraft, other agency aircraft, associated support requirements, other aircraft platforms, and aircraft support equipment, projects and programs. Tasks performed under this contract will include engineering and program management services support for research, development, integration, analysis, assessment, test, maintenance, repair and evaluation of aircraft, equipment and sensor/systems in support of Government aircraft programs. Tasks include engineering support of technology development, systems acquisition, product support for sensors, systems and platforms and design, development, repair, alteration, and modification of aircraft in support the development of Quick Reaction Capabilities (QRC) through streamlined processes, Advanced Concepts and Technology Demonstrations (ACTDs), user Concept of Operations (CONOPS), technical assessments, and new system development associated with near-term and long term operational requirements of NASA and other agency aircraft and associated support requirements. This contract addresses these needs and associated program management as necessary for the successful outcome of said programs.

2.0 TASKS

Upon tasking, the Contractor shall provide the following services as applicable:

2.1 Project Management

The Contractor shall perform a wide range of project management activities that support research, development, acquisition, and sustainment efforts across a broad spectrum of functional disciplines in order to effectively assist in the implementation of Government programs.

- Schedule development and monitoring. For each Task a schedule shall be developed and maintained. Task progress shall be monitored against the schedule baseline until project completion. The baseline shall be updated and adjusted to correspond to Task modifications.
- Cost monitoring. A spend plan shall be established for each task. The task's costs shall be monitored against the spend plan and for cost control and reporting.
- Progress report development and reporting. Upon request, the Contractor shall present progress reports which detail progress against the project baseline. Other reports shall be provided as defined by the Task Order.

2.2 Task Order Management Plan

For each Task Order, the Contractor shall prepare a Task Order Management Plan describing the technical approach, organizational resources, management controls, and schedule to be employed to meet the cost, performance, and schedule requirements for tasks authorized. The Contractor shall provide a Work Breakdown Structure (WBS) that will allow project management and control to the subproject and task level. The Contractor shall provide monthly progress status which includes financial reports showing the cost-to-date and projected cost to completion by month for each project or major task under the SOW. Supporting or associated other direct charges (ODCs) shall be allocated to the appropriate task. Status reports shall be provided to monitor progress for customers and should be submitted via electronic mail.

2.3 Task and Project Control

The government will issue written Task Orders that shall include Authority to Proceed (ATP) for the task or project. Upon receipt of ATP, implementation plans and schedules using standard project planning tools will be provided to the Government. Each major project will be independently tracked for technical and financial performance. The Program Management Plan will be updated as appropriate to reflect each project or task as it is added to the on-going effort.

2.4 Planning and Execution

The Contractor shall assist in strategic planning and execution of projects. The Contractor shall develop technology roadmaps, risk management plans and strategies to support acquisition and programmatic decisions relative to project and mission objectives.

2.5 Briefings, Schedules, and Budgets

The Contractor shall assist in the development of program briefings, mission schedules, and mission

budgets. As required, the Contractor shall provide periodic status reports to the Government.

2.6 Financial Management

The Contractor shall provide project support in the area of financial management and includes, but is not limited to:

- Conducting financial studies and research related to specific tasking
- Evaluating project funding plans and changes
- Providing comments and recommendations for program guidance
- Project budgeting and cost estimating

2.7 Aircraft Support

The Contractor shall provide aircraft/vehicle/payload/sensor/support equipment/system development support (including but not limited to mechanical, structural, electrical, weight and balance, etc. analyses as appropriate), and payload integration support to the Government. The Contractor shall provide aircraft alteration, modification, repair, and new aircraft structures as necessary to support aircraft/payload/sensor/support equipment/system development, integration, testing and mission execution.

2.8 Technical Support

The Contractor shall assist in reviewing ACTDs and other airborne payloads, sensors, systems, and the required alterations, modifications and adaptations required to implement the ACTD and provide technical assessments of technical competence. When appropriate, the Contractor shall conduct the necessary analyses to recommend a change to the ACTD or planned activity.

The Contractor shall provide engineering and technical assistance in support of various applications and Quick Reaction Capabilities. This shall include conducting studies and analyses; developing models and simulations; and developing prototypes and demonstration units. Due to the inherent nature of QRCs, the Contractor shall make a 'make or buy' recommendation to provide a timely capability to the Government.

2.9 Engineering Services

The Contractor shall provide engineering services in the appropriate engineering disciplines to effect alterations, modifications, and repairs to aircraft and equipment that are beyond the scope of NASA Technical Orders, DOD Technical Orders, manufacturer's repair manuals, or routine aircraft or sensor maintenance. Such support shall be provided in a timely manner to maximize aircraft or equipment availability.

The Contractor shall be responsible for the design, analysis, documentation, fabrication, integration, installation, testing, and updating engineering documentation for alterations, modifications and repairs to aircraft and associated systems, ground support equipment, specialized test equipment, and other support equipment required.

The Contractor shall prepare and provide a schedule for design, analysis, engineering, fabrication, modification, and testing activities. The initial schedule and any adjustments to the schedule, for each project, shall be coordinated with and approved by the Government.

The Contractor shall provide engineering services required for aircraft and associated projects and activities and perform engineering analyses and inspections/tests required to verify operation and safety of modifications and repairs. Detailed analysis requirements will be defined in Task Orders. Engineering analysis services, functions performed, and technical expertise required shall include but are not limited to:

- Flight testing and support of aircraft and aircraft systems
- System and component obsolescence
- Sustainment, alteration, and improvement of aircraft mechanical systems including:
 - Landing gear
 - Fuel systems
 - Hydraulics
 - Air conditioning and pressurization
 - Pneumatics
 - Windshield and canopy de-fogging
 - Windshield anti-icing
 - Flight controls

- Structural and Dynamic Analysis
 - Loads determination
 - Assessment of static and dynamic load effects
 - Test-verified finite element model development
 - Detailed stress analysis
 - Durability analysis
 - Random, sine, and shock analysis
 - Coupled-loads analysis
- Testing
 - Operational testing
 - Installed equipment testing
 - Design, analysis, and maintenance engineering for instrumentation associated with testing.
- Mechanical design of unique structures and mechanisms
 - Conceptual and detailed design
 - Design requirements, specifications, and drawing development
 - Design review and verification
 - Design optimization
 - Prototype development
- Mechanism analysis
 - Assembly, operation, and handling
 - Deployment, extension and retraction
- Strength of material studies, evaluation and testing for integration into specialty structures
- Support staff as needed to conduct research and provide for the procurement and fabrication of the individual items or systems as required
- Design and analysis engineering for mechanical, and structural systems, and components
- Design and analysis engineering for support equipment
- Engineering support for aircraft weight and balance determination
- Aircraft and aircraft systems ground testing
- Data collection, reduction, analysis, and reporting
- Preparation of engineering drawings
- Documentation and configuration control
- Engineering support for flight readiness, operational readiness, and test readiness reviews
- Engineering liaison services with NASA/Government/Commercial engineering and technical personnel

The Contractor shall reference AOD 8594002, *Aircraft Operations Division, Design and Analysis Handbook* for design guidance.

The Contractor shall prepare and provide written reports of analyses and tests performed. Analysis reports shall be in a Government approved format. Stress analysis reports shall be in accordance with the requirements of JSC/AOD drawing 8594001. Contractor engineering activities shall include serving as a technical interface with other Contractors, airframe manufacturers, NASA, FAA, other Government agencies, vendors, and other agencies or activities.

The Contractor shall provide for FAA DER engineering services in the appropriate engineering discipline when required for repairs on FAA type-certificated aircraft.

The Contractor shall provide engineering services when required to evaluate Aircraft Service Changes and Customer Bulletins.

The Contractor shall provide engineering services to recommend and evaluate aircraft technical data revisions.

For engineering disciplines not available within the Contractor's staff, those services shall be contracted

and managed by the Contractor and provided under the applicable Task Order.

2.10 Reserved

2.11 System Engineering and Integration Support

The Contractor shall provide system engineering support to include life-cycle development and acquisition development processes, systems integration support, and test and demonstration support.

2.12 Information Technology

The Contractor shall provide the necessary information technology support to satisfy the contractual needs of this effort. The Contractor shall ensure that all applicable Government computer system requirements, such as system accreditation, technical compliance network orders and minimum configuration standards are met and maintained.

2.13 Rapid Prototyping Support

The Contractor shall provide Quick Reaction Capabilities through rapid prototyping development, test, and sustainment support activities. Specific capabilities acquired will be based on specific mission requirements and detailed in Task Orders.

2.14 Reserved

2.15 Testing Services

The Contractor shall provide facilities and support personnel for system and component testing. Testing services include but are not limited to:

- Temperature testing.
- Characterization of material properties and behavior.
- Stress testing of mechanical and electrical systems and components.
- Electron microscopy inspection.
- X-ray inspection.
- Ultrasonic measurement and dye-penetrant testing.

3.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1 General

Government Furnished Material/Equipment/Information/Property (GFM/GFE/GFI/GFP). NASA will provide access to facilities and resources comparable to that provided government employees for this contract, relative to the systems being supported if the Contractor is required to be co-located on base. Contractor shall adhere to **FAR 52.245-1** concerning maintenance, use, and safety of GFP.

3.2 Facilities, Supplies and Services

For any task that requires Contractor support at Government facilities, the Government will furnish access to appropriate office space, office supplies, computer equipment, restrooms, reproduction facilities, and eating facilities, computers and networks, all required software, output devices, facsimile equipment and telephones and other applicable incidentals to assigned work, etc., except as rules of establishments curtail such use. The Government will perform all necessary maintenance on all Government property and facilities. Contractor will make prudent use of all Government furnished supplies and /or equipment. At the conclusion of the contract period, the Contractor shall be responsible for return of equipment in the same condition as received, fair wear and tear expected.

3.3 Contractor Furnished Items

Materials are to be provided by the Contractor when essential to the task performance specifically approved. Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property. The Contractor is required to obtain written authorization from the COTR prior to procuring any items where the individual item procurement costs exceed \$5,000.00. Note:

Written authorization from the COTR is not required for materials that were reviewed and approved as part of an issued task order. All materials with an acquisition cost of \$5,000 or more purchased by the Contractor for the use or ownership of the Federal government, become the property of the Federal Government. The Contractor shall document the transfer of materials in the monthly status report.

4.0 GENERAL INFORMATION

4.1 Security Clearances

Personnel performing under this contract must be able to obtain a SECRET level security clearance without complications. The Contractor shall be responsible for obtaining the proper security clearances for its employees. Clearance requirements will be defined in individual task orders.

[END OF ATTACHMENT]

JSC DATA REQUIREMENTS LIST (DRL)							Page <u>1</u> of <u>1</u>	
(See reverse for instructions) Based on JSC-STD-123								
a. Title of Contract, Project, SOW, etc. NASA Aircraft Mechanical Engineering Services				b. Contract/RFP No. NNJ12407623R		c. DRL Date/Mod Date 10/21/11		
1. Line item no.	2. DRD Title	3. Data type:	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies		
01	Labor Hour and Materials Report	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Remarks	10/21/11	See Remarks	a. Type	b. Number	
8. Distribution (<i>Continue on a blank sheet if needed</i>) 1. Contracting Officer 2. COTR 3. Alternate COTR			9. Remarks To be delivered monthly upon the existence of one or more open task orders. Due by the 10th of the following month. One electronic copy.					
1. Line item no.	2. DRD Title	3. Data type:	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies		
02	Quality Control Plan	<input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	See Remarks	10/21/11	See Remarks	a. Type	b. Number	
8. Distribution (<i>Continue on a blank sheet if needed</i>) 1. Contracting Officer 2. COTR 3. Alternate COTR			9. Remarks To be delivered within 90 days of contract award.					

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC – STD-123)

SCOPE:

1. DRD Title Labor Hour and Materials Report	2. Date of current version 10/21/11	3. DRL Line Item No. 01	RFP/Contract No. (Procurement completes) NNJ12407623R/ NNJ12JB11B
4. Use (<i>Define need for, intended use of, and/or anticipated results of data</i>) To provide labor hour and materials cost for each task activity.		5. DRD Category: (<i>check one</i>) <input checked="" type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (<i>Optional</i>)	7. Interrelationships (<i>e.g., with other DRDs</i>) (<i>Optional</i>)		

8. Preparation Information (*Include complete instructions for document preparation*)

The contractor shall provide the following information for each task activity performed.

CONTENT:

Task Order No. _____

A. Labor Report

1. Work Order Number
2. Description of Work Order
3. Break down by discipline (APG, Instrument, Sheet metal, etc.)
4. Estimate of hours
5. Actual hours
6. Percent of completion (0% - 100%)
7. Date Completed
8. Total hours/discipline for Task Order

B. Material Cost Calculation (Itemized List) or Bill of Material

1. Work Order
2. Part number
3. Description
4. Purchase Order number
5. Quantity
6. Unit cost
7. Total amount
8. Amount billed to NASA
9. Total material for Task Order

C. Travel Costs

FORMAT: Electronic (MS Office or PDF) and hardcopy.

FREQUENCY OF SUBMISSION: Monthly during the existence of one or more open task orders. Due by the 10th of the following month.

JSC DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC – STD-123)

SCOPE:

1. DRD Title Quality Control Plan	2. Date of current version 10/21/11	3. DRL Line Item No. 02	RFP/Contract No. (Procurement completes) NNJ12407623R/ NNJ12JB11B
4. Use (<i>Define need for, intended use of, and/or anticipated results of data</i>) To identify quality of workmanship and providing supervision in accordance with the terms and conditions of the contract/order.		5. DRD Category: (<i>check one</i>) <input checked="" type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (<i>Optional</i>)	7. Interrelationships (<i>e.g., with other DRDs</i>) (<i>Optional</i>)		
8. Preparation Information (<i>Include complete instructions for document preparation</i>)			

CONTENT:

The Contractor is responsible for controlling the quality of workmanship and providing supervision in accordance with the terms and conditions of the contract/order. The Contractor's Quality Control Plan shall be SAE-AS9100 compliant or the Contractor shall meet the intent of NASA/JSC Work Instruction Document AOD33820, Engineering Projects. The QCP will include the Quality Policy Manual and Procedures that define standard processes and procedures for the services and deliverables of the contract/order. As a minimum, the QCP will define how the Service Delivery Summary (SDS) items will be inspected, address deficiency prevention, and ensure inspection files are maintained. The Contracting Officer and the Quality Assurance Personnel (QAP), are responsible for ensuring the QCP is submitted, evaluated/reviewed, and determined acceptable. An unacceptable QCP shall be returned to the Contractor for corrective action and resubmission. Once the plan is considered "acceptable", the Contracting Officer shall so notify the Contractor, in writing. The acceptable QCP shall be incorporated into the contract.

FORMAT: Electronic (MS Office or PDF) and hardcopy.

FREQUENCY OF SUBMISSION: To be delivered within 90 days of contract award

STANDARD LABOR CATEGORIES

Level	Average Qualifications
Engineer 5	Masters, Ph.D. or equivalent plus 20 years engineering experience. Individual is a recognized expert.
Engineer 4	Masters, Ph.D. or equivalent plus 15 years experience. Individual is an authority in the field.
Engineer 3	Masters, Ph.D. or equivalent plus 10 years experience.
Engineer 2	Bachelors, Masters or equivalent plus 5 years experience
Engineer 1	Associates, Bachelors or equivalent.
Manager 5	Masters, Ph.D. or equivalent plus 20 years experience. Individual is a recognized expert.
Manager 4	Masters, Ph.D. or equivalent plus 15 years experience. Individual is an authority in the field.
Manager 3	Masters, Ph.D. or equivalent plus 10 years experience.
Manager 2	Bachelors, Masters or equivalent plus 5 years experience.
Manager 1	Associates, Bachelors or equivalent.
Technician 5	Specialized schooling or training in support of engineering/production plus 20 years experience.
Technician 4	Specialized schooling or training in support of engineering/production plus 15 years experience.
Technician 3	Specialized schooling or training in support of engineering/production plus 10 years experience.
Technician 2	Specialized schooling or training in support of engineering/production plus 5 years experience.
Technician 1	Specialized schooling, training, or experience in support of engineering staff.

SECTION 5 - CONTINUATION OF BLOCK 27 – SOLICITATION PROVISIONS

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

5.1 52.212-1 Instructions to Offerors—Commercial Items (June 2008)

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

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

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

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

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

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

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

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation.

If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

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

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

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

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

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

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

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

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

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

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

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

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

Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978

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

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

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

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

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

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

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

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

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

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

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

(4) A summary of the rationale for award;

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

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

(End of provision)

5.2 52.212-2 Evaluation - Commercial Items. (JAN 1999)

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

- (i) Technical capability of the item offered to meet the Government requirement;
- (ii) Past Performance
- (iii) Price

Technical capability is more important than Past Performance. Technical capability and past performance, when combined, are significantly more important than cost or price.

The proposal shall:

(a) Demonstrate understanding of the overall and specific requirements of the proposed contract; convey the company's capabilities for transforming understanding into accomplishment; provide in detail, the plans and methods for so doing; and provide, as requested below, the cost/price associated with so doing.

(b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and substantiation of all information. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements.

Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired, unless specifically requested in a scenario response.

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals. The items listed are not, however, all-inclusive and you should include in your proposals any further discussion you believe to be necessary or useful in demonstrating your ability to perform the work under this Contract.

Offerors should describe their ability to perform the requirements of the Statement of Work with specific emphasis on support of WB-57 and T-38 aircraft and the following:

- Flight testing and support of aircraft and aircraft systems
- System and component obsolescence
- Sustainment, alteration, and improvement of aircraft mechanical systems including:
 - Landing gear

- Fuel systems
- Hydraulics and braking systems
- Air conditioning and pressurization
- Pneumatics
- Structural and Dynamic Analysis
- Mechanical design of unique structures and mechanisms
- Mechanism analysis
- Strength of material studies, evaluation and testing for integration into specialty structures
- Aircraft and aircraft systems ground testing
- Data collection, reduction, analysis, and reporting

Past performance information will be used as an evaluation factor and should include recent (i.e., within the past three years) and relevant contracts for the same or similar items. Past Performance Questionnaires must be completed by the reference and include contract numbers, points of contact with telephone numbers and other relevant information. See ADDENDUM TO 52.212-1.

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

(End of provision)

5.3 52.214-34 Submission of Offers in the English Language (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

5.4 52.214-35 Submission of Offers in U.S. Currency (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

5.5 1852.215-81 Proposal Page Limitations (FEB 1998)

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

Proposal Section (List each volume or section)	Page Limit (Specify limit)
Technical Capability	15
Past Performance	3 + five (5) Past Performance Questionnaires prior to proposal submission due date.
Price	Completed Rate Charts in Section 2, + 3 additional pages

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

be used.

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

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

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

(End of provision)

5.6 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Time and Materials contract resulting from this solicitation.

(End of provision)

5.7 52.216-31 Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition (Feb 2007)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

(End of provision)

5.8 52.215-109 Proposal Marking And Delivery (AUG 2011) (JSC Procurement Instruction)

(a) Methods of Proposal Delivery

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service
Commercial Delivery Service
Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the Standard Form 1449 of the solicitation.

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposals packages must include the solicitation number, the contracting officer's name, mail code/stop, and the Offeror's name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows:

“NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (See Block 8 of the Standard Form (SF) 1449 Solicitation/Contract/Order for Commercial Item).”

(c) Delivery Address

Proposals must be delivered to the address/location specified on the Standard Form 1449 of the solicitation.

Proposals submitted by commercial delivery service or hand carried packages must be delivered to:

**NASA Johnson Space Center
Central Receiving, Bldg 420
2101 NASA Parkway
Houston, TX 77058-3696**

JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard. Offerors are cautioned that the delivery process may require an hour or more for packages to be screened through security and subsequently transported and delivered by the Offeror at the designated building while being accompanied by an employee of the U.S. Government. After 1:30 p.m., local time, incoming packages cannot be screened until the following business day. Any attempt by an Offeror to deliver a proposal on a weekend or a Federal holiday shall be coordinated through the Contracting Officer at least 48 hours prior to the planned delivery date. The Offeror is encouraged to notify the Contracting Officer one day in advance of the proposal submission.

Please note that starting October 1, 2011 all mail deliveries from the US Post Office will now be at 1 p.m. on Tuesdays and Thursdays for Building 420. Building 420 will continue to receive packages daily from commercial mail or hand delivery services. Therefore, the Offeror is encouraged to plan accordingly depending on its chosen proposal delivery method.

(End of provision)

5.9 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: Omar K. Collier or Scott A. Stephens

Email: omar.k.collier@nasa.gov or scott.a.stephens@nasa.gov

FAX: 281.483.7890

Address: NASA Lyndon B. Johnson Space Center, Institutional Procurement Office, Attn: Omar K. Collier, Mail Code BJ4, Houston, TX 77058-3696

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

(b) Questions or comments should be submitted no later than 10 calendar days after the solicitation issue date in block 6 of the Standard Form 1449 and by 4:30 PM local time. For example if the solicitation is

issued 10/28/2011, questions are due by 4:30 PM on 10/28/2011 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.

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

(End of provision)

5.10 1852.233-70 Protests to NASA. (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

5.11 Facility Security Clearance

At the time of proposal, offers shall possess a Facility (Security) Clearance (FCL) at the SECRET level. Offerors shall provide documentation of current FCL with proposal.

Performance of the Aircraft Mechanical Engineering Services Contract will not involve the receipt, generation, and storage of classified information at the contractor's facility: therefore, classified material cannot be sent to the contractor under this contract. Access to classified information / areas will occur at NASA/JSC and other locations required in the performance of this contract. Only U.S. citizens granted a personnel security clearance are eligible for access to classified material. The contractor must meet and comply with the facility clearance requirements for SECRET level clearances and must maintain the industrial security requirements for access to classified information at the SECRET level in accordance with the National Industrial Security Operational Manual, (NISPOM) DoD 5220.22-M, dated February 28, 2006, and other NASA/JSC security procedures and guidelines.

(End of provision)

5.12 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; and

(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. Sec. 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. Sec. 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. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

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

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

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

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

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

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

(End of provision)

5.13 52.209-7 Information Regarding Responsibility Matters. (JAN 2011)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

5.14 52.219-1 Small Business Program Representations. (APR 2011) - Alternate I (APR 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is 27 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 [] is, [] 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 [] is, [] 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 [] is, [] 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 is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (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: ll.*] 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 is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (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 is, 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 is, 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, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

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

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

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

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

(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)

5.15 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

(a) It [] has, [] has not participated in a previous contract or subcontract subject 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)

5.16 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It [] has developed and has on file, [] 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 [] 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)

5.17 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)--

() None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

() Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

5.18 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):

For Federal Acquisition Regulation (FAR) clauses, see
<http://www.acqnet.gov/far/>

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

(End of provision)

**5.19 52.212-3 Offeror Representations and Certifications-Commercial Items. (MAY 2011) --
Alternate I (APR 2011)**

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

(a) Definitions. As used in this provision -

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

"Forced or indentured child labor" means all work or service-

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

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

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

"Service-disabled veteran-owned small business concern"-

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

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

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

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

"Veteran-owned small business concern" means a small business concern-

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

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

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

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

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

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

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

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

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

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

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

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

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

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

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

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

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

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

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

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

(i) General. The offeror represents that either-

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

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

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

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

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

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

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.)

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
<hr/>	
(List as necessary)	

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

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

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

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

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

Line Item No.	Country of Origin
<hr/>	
(List as necessary)	

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

Other Foreign End Products

Line Item No.	Country of Origin
_____	_____

(List as necessary)

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

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

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

Canadian End Products:

Line Item No.	Country of Origin
_____	_____

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

(List as necessary)

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

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

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

Other End Products:

<u>Line Item No.</u>	<u>Country of Origin</u>
(List as necessary)	

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

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

- (1) ___ are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ___ have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) ___ are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and
- (4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin
[]	[]

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

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

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

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

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

end products manufactured outside the United States); or

(2) ___ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations- (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of

an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

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

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

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

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

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

(End of provision)

ADDENDUM TO 52.212-1

1) PAST PERFORMANCE QUESTIONNAIRE (Per 52.212-1(b)(10))

Past Performance Questionnaire Instructions

Send the attached Past Performance Questionnaire to references. Reference shall complete the questionnaire and e-mail to omar.k.collier@nasa.gov and scott.a.stephens@nasa.gov. Questionnaires are due on or before the proposal due date. There is limit of five (5) Past Performance Questionnaires that may be submitted prior to the proposal due date.

(See Attachment Below)

[END OF SECTION]

PAST PERFORMANCE QUESTIONNAIRE

SECTION 1: CONTRACT IDENTIFICATION

- A. Contractor:
- B. Period of performance:
- C. Hours estimated/expended:
- D. Differences between initial regeneration estimate and final hours charged: ___Not Applicable
- E. Description of service provided:

SECTION 2: CUSTOMER OR AGENCY IDENTIFICATION

- A. Customer or agency name:

SECTION 3: EVALUATOR IDENTIFICATION

- A. Evaluator's name:
- B. Evaluator's title:
- C. Evaluator's phone number:

SECTION 4: EVALUATION

Please indicate your satisfaction with the contractor's performance by placing an "X" in the appropriate block using the scale provided to the right of each question. This scale is defined as follows:

<u>CODE</u>	<u>PERFORMANCE LEVEL</u>
4	EXCEPTIONAL - The contractor's performance meets contractual requirements and exceeds many (requirements) to the Government's benefit. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
3	VERY GOOD- The contractor's performance meets contractual requirements and exceeds some (requirements) to the Government's benefit. The contractual performance was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
2	SATISFACTORY – The contractor's performance meets contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
1	MARGINAL – Performance does not meet some contractual requirements. The contractual performance 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.
0	UNSATISFACTORY – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

N/A NOT APPLICABLE - Unable to provide a score.

Technical Performance	4	3	2	1	0	N/A
T1 Quality & repeatability of operations & maintenance.						
T2 Quality of technical system testing and certification efforts						
T3 Quality/integrity of technical data/report preparation efforts						
T4 Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements						
T5 Ability to implement current standard practices for computer hardware design, operation, maintenance, upgrades and configuration control						
T6 Ability to implement current standard practices for computer software design, operation, maintenance, upgrades and configuration control						
T7 Adequacy/effectiveness of environmental safety procedures						

Program Management	4	3	2	1	0	N/A
P1. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program)						
P2. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes)						
P3. Timeliness/effectiveness of contract problem resolution without extensive customer guidance						
P4. Understand/complied with customer objectives and technical requirements						
P5. Successfully responded to emergency and/or surge situations						
P6. Quality/effectiveness of sub-contracted efforts						
P7. Effectiveness of material management (including Government Furnished Property or Material)						
P8. Effectiveness of acquisition management						
P9. Contractor proposed alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the customer						
P10. Contractor implemented responsive/flexible processes to improve quality and timeliness of support.						

Transition/phase-in	4	3	2	1	0	N/A
T1. Contractor ability to smoothly transition resources and personnel.						
T2. Contractor effectiveness on maintaining continuity of mission support while transitioning/phasing in resources and personnel to support other efforts.						

Employee Retention/Attraction	4	3	2	1	0	N/A
E1. Ability to hire/apply a qualified workforce to this effort.						
E2. Ability to retain a qualified workforce on this effort.						
E3. Effectiveness of employee compensation towards quality of work.						

Cost Performance	4	3	2	1	0	N
C1 Accuracy in forecasting contract costs						
C2 Ability to meet forecasted costs and perform within contract costs						
C3 Ability to alert Government of unforeseen costs before they occur						
C4 Sufficiency and timeliness of cost reporting						

2. Please discuss each response for which you indicated 4 (Exceptional), 1 (Marginal) or 1 (Unsatisfactory) in response to the questions above (use additional sheets, if necessary).

SECTION 5: NARRATIVE SUMMARY

Would you have any reservations about soliciting this contractor in the future or having them perform one of your critical and demanding programs?

Please provide any additional comments concerning this contractor's performance, as desired.

Thank you for your prompt response and assistance!

Please e-mail this completed questionnaire to:

omar.k.collier@nasa.gov

and

scott.a.stephens@nasa.gov

[END OF DOCUMENT]