

PART 1**1.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with Attachment A, Statement of Work (SOW).

Deliverables	Schedule/Clause Reference	Quantity	Recipients
1. Organizational Conflict of Interest Mitigation Plan	Within 30 days of Contract Award/1.16 (1852.237-72)	2 copies	CO/COR
2. Reports	As required in Attachment A – Statement of Work and in individual task orders	1 copy	COR
3. PIV Requirement Reporting	As required/1.19 (HQ 52.204-98)	As specified	As specified

(End of text)

1.2 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the services specified in Attachment A – Statement of Work.

(End of text)

1.3 PLACE OF PERFORMANCE - SERVICES

1. The services to be performed under this contract will be completed at or near any of the following NASA Centers:
 - a. Ames Research Center, located in Mountain View, CA
 - b. Dryden Flight Research Center, located in Edwards, CA
 - c. Glenn Research Center, located in Cleveland, OH
 - d. Goddard Space Flight Center, located in Greenbelt, MD
 - e. NASA Headquarters, located in Washington, DC
 - f. Johnson Space Center, located in Houston, TX
 - g. Kennedy Space Center, located in Cape Canaveral, FL
 - h. Langley Research Center, located in Hampton, VA
 - i. Marshall Space Flight Center, located in Huntsville, AL
 - j. Stennis Space Center and the NASA Shared Services Center, located in Bay St. Louis, MS

- k. Other, smaller, installations are Wallops Flight Facility, located in Wallops Island, VA; White Sands Test Facility, located in White Sands, NM; and Independent Verification & Validation Facility, located in Fairmont, WV.

Performance at other locations may be required if approved in advance and in writing by the Contracting Officer.

(End of text)

1.4 PERIOD OF PERFORMANCE/EFFECTIVE ORDERING PERIOD

The effective ordering period of this contract is 5 years from the effective date of the contract. The period of performance of each task order shall be specified in each individual task order.

(End of text)

1.5 ORDERING (FAR 52.216-18) (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 the effective date of the contract through one year thereafter.

(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)

1.6 ORDERING LIMITATIONS (52.216-19) (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 \$1,200,000 ;
- (2) Any order for a combination of items in excess of \$1,200,000; or
- (3) A series of orders from the same ordering office within 30 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 30 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)

1.7 INDEFINITE QUANTITY (52.216-22) (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 **one year after the contract's effective ordering period.**

(End of clause)

**1.8 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES
(FIXED PRICE) (GSFC 52.216-92) (APR 2008)**

(a) The minimum amount of supplies or services that shall be ordered during the life of this contract is \$1,000. The maximum amount of supplies or services that may be ordered during the life of the contract is \$26,000,000.

(b) All orders placed under this contract will be applied to the minimum and maximum specified above.

(c) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original maximum amount.

(End of clause)

**1.9 SUPPLEMENTAL TASK ORDERING PROCEDURES (FIXED PRICE)
(GSFC 52.216-93) (JUL 2006)**

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor categories and loaded labor rates, which may be less than but shall not exceed the rates found in Attachment E, IDIQ Matrix to calculate the proposed price for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

(b) The Contractor’s proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(End of clause)

1.10 TASK ORDERING PROCEDURE

One or more Task Orders may be issued during the ordering period of this contract. The CO's decision to issue a Task Order to a particular contract holder shall be based on the criteria stated below. In accordance with FAR 16.505(b), the CO will give each contract holder a "fair opportunity to be considered" for each order in excess of \$2,500 unless one of the conditions of FAR 16.505(b)(2) applies or the contract holder has been disbarred or suspended from Government contracting.

Although the Government may award task orders based on examination of existing information and contract documents already in the Government's possession, the Government will compete requirements in accordance with the procedures set forth below.

(a) Task Order Competition Procedures

Task Order Request for Quotes (TORFQ): When a contractor submission of proposals is requested, the Government will issue a TORFQ. Each TORFQ will include the following information:

- (1) Date of the TORFQ
- (2) Description, Task Order statement of work and other documentation upon which the Task Order fixed price/ceiling price is to be based
- (3) Indication of whether the task shall be priced as a fixed price or time and materials.
- (4) Delivery or performance date(s)
- (5) Due date for submission of quote
- (6) Best value evaluation criteria, if applicable

Task Order Evaluation/Selection Criteria: Upon receipt of the contractor proposals, the Government shall review each for completeness and acceptability. The determination of which contractor is awarded the work shall be based upon the following evaluation factors:

- (1) Approach to meeting the specific requirements
- (2) Total proposed ceiling price for the task order
- (3) Any additional factors that may be applicable to each specific task

Response to TORFQs: Contractors may "No Bid" any TORFQ. When a contractor responds to a TORFQ, it shall indicate that the proposal submitted in response to the TORFQ is compliant with the contract terms, statement of work, and TORFQ.

A written fixed price/time and materials proposal will always be required. The Contractor shall prepare its estimate of the labor hours, labor categories and other direct costs required to perform the task order requirements. The Contractor shall use the labor categories and labor rates (which are not to exceed rates) in Attachment C of the contract to calculate the proposed ceiling/fixed price to perform the task order requirements.

All Task Order proposals shall be submitted by the date and time specified in the TORFQ, or it will be treated as a late proposal and will not be considered by the Government, unless the CO determines that it is in the Government's best interest to do so.

(b) Award of Task Order

Task Orders will be placed within the effective ordering period of this contract. Generally, task orders will be placed by original signed orders; however, orders may be placed by facsimile or electronically.

Each of the contractors will be notified of the Government's selection decision for the Task Order awarded.

Each Task Order will include the following information:

- (1) Date of the Task Order
- (2) BPA number and Task Order number
- (3) Description, Statement of Work and other documents upon which the Task Order ceiling/fixed price is based
- (4) Task Order ceiling/fixed price
- (5) Task or performance date(s)

(End of text)

1.11 OMBUDSMAN (NFS 1852.215-84) (NOV 2011) ALT I (JAN 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 post award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

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

(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)

1.12 NASA 8 PERCENT GOAL (NFS 1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the 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.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime

contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

**1.13 SAFETY AND HEALTH (SHORT FORM) (NFS 1852.223-72)
(APRIL 2002)**

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

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

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

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

the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

**1.14 EMERGENCY EVACUATION PROCEDURES (NFS 1852.237-70)
(DEC 1988)**

The contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

1.15 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to –

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) 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.

(7) 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.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f); suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

**1.16 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73)
(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)

**1.17 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992)
ALTERNATE I (SEPT 1989) ALTERNATE II (OCT 2000)**

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

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

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

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

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

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

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

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor.

(End of clause)

**1.18 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(NFS 1852.245-71) (JAN 2011)**

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

- (1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
- (2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- (3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
- (4) Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
- (5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
- (6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
- (7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
- (8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
- (9) Ensure that Government property is protected and conserved.

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

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

accordance with the NASA guidance in this clause.

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

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

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

(iii) The Contractor shall establish a record for Government titled property as required by FAR

52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA

Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

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

(2) Office furniture.

(3) Property listed in not applicable

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

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other

property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

- (4) Supplies from stores stock.
- (5) Publications and blank forms stocked by the installation.
- (6) Safety and fire protection for Contractor personnel and facilities.
- (7) Installation service facilities: None
- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
- (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

1.19 GOVERNMENT PREMISES – PHYSICAL AND LOGICAL ACCESS AND COMPLIANCE WITH PROCEDURES (HQ 52.204-99)

(a)(1) The Contractor must apply for NASA Headquarters Personal Identity Verification (PIV) credential issued by the Headquarters Security Office for those employees that will be employed by the Contractor and that will be resident or access NASA Headquarter locations, or NASA cyber resources for more than six (6) months. The Headquarters PIV credentials will be issued for no longer than the applicable contract period in effect at the time, not to exceed 5-years, and will require renewal for each subsequent contract period within which the Contractor employee will be employed. Based on NASA policies and procedures for background investigations and position risk/sensitivity determination, a minimum of National Agency Check with Written Inquiries (NACI) will be required for credential renewal. Other Contractor personnel who are to be at the Headquarters location(s) or will be accessing NASA cyber resources for less than six (6) months are to be identified by the Contractor for approval and registered on an access list under the control of the Headquarters Security Office. All personnel must conspicuously display the Headquarters PIV credential above the waistline on the outermost garment, and must comply with any and all requirements applicable to PIV credential in effect at Headquarters. In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps prescribed in Attachment B Personal Identity Verification (PIV) Card Issuance Procedures to apply for each contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as “onsite”) or access to a Federal information system. (2) Visits by foreign nationals to, for, or on behalf of the Contractor, are restricted and must be necessary for the performance of the contract and concurred in by the Contracting Officer or by the Contracting Officer’s Technical Representative. Approval of such visits must be

approved in advance in accordance with NASA Procedural Requirements, NPR 1371.2A, Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities w/Change 1 (3/29/04); and NASA Policy Directive, NPD 1371.5A, Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA (Revalidated 3/29/04), <http://nodis.hq.nasa.gov>. The Contractor may get further information about visits by foreign nationals by contacting the NASA Headquarters International Visits Coordinator located in the Headquarters Security Office. (3) Access to the Headquarters locations may be changed or adjusted in response to threat conditions or special situations. (b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the Headquarters locations. These requirements are set forth in NASA-wide or Headquarters installation directives, and procedural requirements, and announcements that can be found at <http://nodis.hq.nasa.gov>, and/or which will be provided to the Contractor as necessary by the Contracting Officer's Technical Representative, the Contracting Officer, or the Headquarters Chief of Security. (c) The Contractor may not use official Government envelopes or other Government identified mailing containers bearing any sort of Government indicia such as "eagle" emblems in lieu of postage stamps or mailing envelopes or containers bearing NASA logos. The Contractor also may not use the Government mail system to mail anything outside of the Headquarters locations. Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. Otherwise, the Contractor is allowed to use the internal Headquarters interoffice mail system to send documents **within the Headquarters locations or to other NASA Centers or NASA facilities** the extent necessary for purposes of implementing the terms of this contract and communicating contract related business to its employees at the Headquarters locations, and to communicate contract related business to NASA officials including, but not limited to, the Contracting Officer, the Contracting Officer's Representative, the Headquarters Chief of Security, Accounting Office staff, and the NASA Headquarters International Visits Coordinator.

The contractor shall ensure that all NASA Headquarters on-boarding processes have been completed before a new employee is present for duty or requests access to NASA information systems. These processes include registering the employee in the NASA Identity and Access Management System and may include submission of electronic personnel security questionnaires.

(End of clause)

1.20 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (JUL 2006)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

1.21 INVOICES – SUBMISSION OF (GSFC 52.232-95) (AUG 2008)

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the NASA Shared Services Center (NSSC), Financial Management Division (FMD) – Accounts Payable, Bldg 1111, C. Road, Stennis Space Center, MS 39529, Email: NSSC-AccountsPayable@nasa.gov. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

If the terms are F.O.B. plant with "plus transportation charges allowed", the invoice must be supported by a receipted freight bill, express receipt, or parcel post receipt, evidencing the correctness of the amount paid and claimed. If the amount is less than \$100 per shipment and receipts are not available, the invoice will be accepted and payment made, provided it contains a certificate by the supplier, that transportation charges were in fact paid by the supplier, that receipts were not available, and lists the destination, weight, name of carrier, and the amount claimed. The availability of this certification is not a waiver of the requirements for receipted transportation bills, and is to be used only when receipts are not available. Bill of lading number and weight of shipment shall be shown for shipments made on Government bill of lading.

(End of clause)

1.22 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (APR 2008)

The Contracting Officer or authorized representative will accomplish acceptance at NASA Headquarters 300 E. St. S.W. Washington DC, 20546-0001. For the purpose of this clause, the Contracting Officer's Representative (TBD) named in this contract is the authorized representative.

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be

due the Contractor under the Prompt Payment Act--on the 15th day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

1.23 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for (3) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

1.24 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) for this contract is **TBD***.

*TBD = To Be Determined

(End of text)

52.212-4 -- Contract Terms and Conditions – Commercial Items, Alt. I (October 2008)

ADDENDUM TO 52.212-4

CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

1.25 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR)

<https://www.acquisition.gov/FAR>

CLAUSE No. Title

52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.216-31	TIME-AND MATERIAL/LABOR-HOUR PROPOSAL REQUIRMENTS—COMMERICAL ITEM ACQUISITION (FEB 2007)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.227-14	RIGHTS IN DATA-GENERAL (DEC 2007)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
52.232-1	PAYMENTS (APR 1984)
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)
52.243-1	CHANGES-FIXED PRICE (AUG 1987)
52.243-3	CHANGES-TIME AND-MATERIALS OR LABOR-HOURS (SEP 2000)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.249-9	USE AND CHARGES (APR 2012)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)

NASA FAR Supplement (NFS) clauses:

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

CLAUSE No. Title

1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING
(MAY 1999)

1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

(End of reference)

1.26 LIST OF ATTACHMENTS

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

Attachment	Description	Date	# of Pages
A	Statement of Work	11/03/2010	12
B	Personal Identity Verification (PIV) Issuance Procedures	N/A	4
C	IDIQ Labor Rate Matrix	N/A	TBP*
D	Organizational Conflict of Interest Avoidance Plan	TBS**	TBS**

TBP* = To be proposed.

TBS** = To Be Submitted thirty days after award of the contract.

(End of text)

PART 2**2.1 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERICAL ITEMS (FAR 52.212-5) (APR 2012)**

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

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

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

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

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

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

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

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

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

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

(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](#)).

(7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) ([41 U.S.C. 2313](#)).

(8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

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

- (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- (11) [Reserved]
- (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Oct 1995) of [52.219-7](#).
- (iii) Alternate II (Mar 2004) of [52.219-7](#).
- (14) [52.219-8](#), Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jan 2011) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Oct 2001) of [52.219-9](#).
- (iii) Alternate II (Oct 2001) of [52.219-9](#).
- (iv) Alternate III (Jul 2010) of [52.219-9](#).
- (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of [52.219-23](#).
- (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).
- (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).

- ___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___ (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).
- (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).
- (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (32) [52.222-37](#), Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) [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](#).)
- ___ (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Mar 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
- ___ (ii) Alternate I (Mar 2012) of [52.225-3](#).

- ___ (iii) Alternate II (Mar 2012) of [52.225-3](#).
 - ___ (iv) Alternate III (Mar 2012) of [52.225-3](#).
 - ___ (41) [52.225-5](#), Trade Agreements (MAR 2012) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
 - X (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (43) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
 - ___ (44) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
 - ___ (45) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
 - ___ (46) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).
 - X (47) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).
 - ___ (48) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).
 - ___ (49) [52.232-36](#), Payment by Third Party (Feb 2010) ([31 U.S.C. 3332](#)).
 - X (50) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).
 - ___ (51)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 - ___ (ii) Alternate I (Apr 2003) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
- ___ (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) ([41 351](#), *et seq.*).

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

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

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

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

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

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

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

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

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
 - (ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [Reserved]
 - (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).
 - (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
 - (vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
 - (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
 - (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
 - (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
 - (xii) [52.222-54](#), Employment Eligibility Verification (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)

PART 3

**FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS
(JUN 2008)**

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

**3.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1)(FEB 1998)**

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

Federal Acquisition Regulation (FAR) clauses:

<https://www.acquisition.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

(End of provision)

**3.2 COMMUNICATIONS REGARDING THIS SOLICITATION
(GSFC 52.215-96) (AUG 2000)**

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

Name: Sandra Grello

Phone: 301-286-5029

(collect calls not accepted)

FAX: 301-286-0357

E-Mail: Sandra.R.Grello@nasa.gov

*Address: Goddard Space Flight Center
Greenbelt, MD 20771

Attention: Sandra Grello, *Mail Code: 210.H

*(Note: Must be complete, including Mail Code, on all transmittals.)

(b) Questions or comments should be submitted no later than fifteen (15) days before proposal due date specified in block 8 of the SF 1449. This will 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)

3.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of multiple IDIQ contracts with fixed price/Time and Materials (T&M) task orders resulting from this solicitation.

(End of provision)

3.4 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt Sandra Grello at NASA's Goddard Space Flight Center, Mail Code 210.H, Bldg. 17, Rm. S120, Greenbelt, MD 20771.

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

(End of provision)

3.5 PROTESTS TO NASA (NFS 1852.233-70) (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)

3.6 PROPOSAL PREPARATION - GENERAL INSTRUCTIONS

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offerors competence to successfully complete the requirements specified in the Statement of Work (SOW) Attachment A. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the price associated with so doing.

In the event that other organizations are proposed as having being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

A. PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title	Copies
I	Offer Volume	Original plus 6 Hard Copies and two electronic copies
II	Technical Merit	Original plus 6 Hard Copies and two electronic copies
III	Price Volume	Original plus 6 Hard Copies, and two electronic copies
IV	Past Performance Volume	Original plus 6 Hard Copies and two electronic copies

- (2) All pages of Volumes I, II, III, and IV shall be numbered and identified with the offerors name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.
- (3) Two electronic copies of the offerors proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above) in Microsoft Word and Excel Windows 2000. Cost proposal charts shall use Microsoft Excel 2003 for Windows. Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offerors, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5)

date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

- (4) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section 4 of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b) (1) below.
- (5) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

B. PROPOSAL CONTENT AND PAGE LIMITATIONS

- (1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	I	3.10(A)	None
Technical Merit Volume	II	3.10(B)	20 Pages
(a) Cover Page, SOW Compliance, and Quality Control Plan			Excluded
(b) Representative Task Orders			5 Pages/each RTO
Past Performance Volume	IV	3.10(C) & Exhibit 1	None
(a) Information from the Offeror			None*
(b) Cover Page, Past Performance Questionnaires, Customer Evaluations, Termination/Descopes information, and List of Acronyms			Excluded
Price Volume	III	3.10(D) & Exhibits 4&5	None
(a) Fully Loaded Direct Labor Rates (Attachment C)			None
(b) Price Exhibits			None

*Prime and each individual significant subcontractor

(2) 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 Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, charts, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b) (1) above). In addition, the Cost volume of your proposal is not page limited. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offerors initial proposal should contain the offerors best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offerors in accordance with NFS 1815.204-70(b).

(End of provision)

3.7 PROPOSAL MARKING AND DELIVERY

(Offerors: You **MUST** comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The proposal package must include the offerors name and return mailing address.

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

"Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Solicitation Number: NNH12360015R
Attn: Sandra Grello
Building 17, Room S120
PROPOSAL--DELIVER UNOPENED"

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

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

2. Designated Receiving Office

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

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

There is no public access to the Building 16W Shipping and Receiving Dock. GSFC passes are required for access to the receiving dock.

3. Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving office:

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

It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

If proposals are going to be delivered by a company employee or other individual agent that does not already have badged access to NASA/GSFC, the offerors **MUST** comply with the following instructions and allow sufficient time (potentially one hour or more) for security processing through the North Gate on Hubble Road:

- a. Vehicle must use the Truck Inspection lane (far right lane).
- b. Driver (and any passenger(s)) must be a U.S. Citizen (no exceptions).
- c. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the

solicitation number on the properly marked proposal packages (see section 1 of this provision).

- d. Driver (and any passenger(s)) must provide a valid Driver's License to the Security Officer for identification and recording purposes.
- e. Vehicle must undergo a GSFC Security vehicle inspection.
- f. Driver will be provided with a pass authorizing them to proceed directly to the Shipping and Receiving Dock, Building 16W, ONLY.
- g. After delivering the proposal, the vehicle must immediately exit GSFC back through the North Gate.
- h. If the Solicitation documentation is not provided, the proposal packages are not properly marked, or the driver/vehicle does not pass security procedures, the driver may not be granted access through the North Gate and will be instructed to go the GSFC Main Gate on Greenbelt Road for security processing. If this happens, the driver should contact the Contracting Officer named in this solicitation for further assistance. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services are highly encouraged.

Regardless of the method of delivery chosen, the offerors are responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

3.8 OFFER ACCEPTANCE PERIOD

The Offerors proposal shall remain valid for a period of not less than 180 calendar days.

(End of provision)

3.9 REQUIRED INFORMATION TO BE PROVIDED BY OFFEROR

A. Offer Volume:

Standard Form (SF) 1449 and Offeror Representations and Certifications

SF 1449 - The offeror shall appropriately complete blocks 12, 17, and 30 and return the completed SF 1449 with the proposal/quotation.

Offeror Representations and Certifications - The offerors shall appropriately complete and return the offerors Representations and Certifications Commercial Items (52.212-3) and FAR Provision 52.209-5, located at Part 5 of this RFP. Any such changes must be separately identified in the Summary of Exceptions. The offerors are required to sign and submit three signed original SF 1449s.

Provide the names and phone numbers of persons to be contacted for clarification of questions of technical nature and business nature. Identify any consultants and/or subcontractors used in writing the proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The Contractor schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

B. Technical Merit Volume:

Only the information specifically requested in this solicitation is required for the Government's evaluation. Efforts should be made to keep offers as brief as possible, concentrating on substantive information essential for a proper evaluation.

The technical merit proposal shall address the following:

- The offerors shall clearly and fully demonstrate the offerors capability and knowledge in regard to the technical requirements described in the Statement of Work (SOW) - Sections 1.0, 2.0 and 8.0 (including subsections). The proposal shall provide methods, techniques, procedures, and technologies that will be used to satisfy the requirements of these SOW sections in a timely and cost effective manner.
- The RTO's included in **Exhibits 2 and 3** are tasks to be used for evaluation purposes that may or may not be issued during the performance period. These tasks provide the offerors with the opportunity to demonstrate in detail, their understanding of the requirements and to illustrate their processes that would typically be used to accomplish the tasks. Any assumptions made in preparing a response to the RTO must be clearly stated.

For each RTO, the offerors shall identify: (a) The technical approach to be used in accomplishing the task, which must be specific, detailed, and complete to demonstrate a clear and full understanding of the objectives. This includes the techniques and methodologies proposed to address the requirements of each task. (b) Provide a detailed schedule that includes the flow of activities from start to completion.

- The offerors shall demonstrate their ability to satisfy the requirements outlined in Section 11.0 of the Statement of Work. The offerors shall demonstrate (1) ability to provide professionals within 2 hours of each NASA Center or NASA installation; (2) ability to provide all labor categories based on education, qualifications, and experience; and (3) provide **representative resumes** for each labor category, which includes level of education, number of years of experience, type of experience, and labor rate as defined in the Statement of Work.

C. Past Performance

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

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

(a) INFORMATION FROM THE OFFEROR

Prime offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$1.0M that your company has had within the last 3 years of the RFP release date. Indicate which contracts are most related and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$1.0M. For IDIQ contracts that use RTOs, see instructions below for estimating value. The offerors shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 3 years of the RFP release date with a minimum average annual cost/fee incurred of at least 25% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the offerors shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$4M 25% of \$16M) for that significant subcontractor.

If the prime offerors or significant subcontractors are submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offerors shall provide an estimated value and percentage of work to be performed on this contract by the prime offerors and each significant subcontractor. Offerors shall estimate prime contract and significant subcontract percentages and value based on an assumption that the contract will meet the Maximum Ordering Value and performance will reflect all areas of the statement of work (offerors shall also consider other RFP information and available historical performance data in this estimate). Indicate the primary functions in the Statement of Work to be performed by the prime offerors and each proposed significant subcontractor. Indicate which contracts are most related and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an offerors (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the offerors. The offerors shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The offerors shall provide the following information on all past/current contract references that meet the above criteria for the prime offerors and each significant subcontractor:

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offerors performance record. *(Please verify the telephone numbers provided are current and correct).*
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offerors over the duration of the contract was \$43,500,000.

In this example, the offerors would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or the offerors financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee

Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).

- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

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

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

NASA Goddard Space Flight Center
Attn: Sandra Grello, Code 210.H
RFP NNH12360015R
Bldg. 17, Rm. S112
Greenbelt, MD 20771
Telephone: 301-286-5029
FAX: 301-286-0356 or 0357

The offerors shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number.

Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the offerors.

(c) *SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)*

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

D. Price Proposal

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices.

1. General Instructions

The offerors shall submit its most competitive offer. The labor rates used in the offerors price proposal shall be in accordance with the rates identified in Attachment C-IDIQ Labor Rate Matrix. Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Final monetary extensions in the price proposal may be expressed as the closest whole dollar amount, with cents omitted.

Labor Categories: The offerors shall complete the Loaded Labor Rate Matrix (**Attachment C of the Contract**). These labor rates shall be used to calculate and negotiate the price of performing all work under the resulting contract, along with any other direct costs specific to the work. The completed matrix will be included in any resulting contract and the offerors shall be required to use the rates in this matrix for pricing any task orders issued. The Loaded Labor Rate Matrix must reflect all labor categories that may be required in the performance of the Contract (based on SOW and the RTOs), and should range from entry level to the most senior level.

RTO Price Proposal: The offerors shall provide a detailed cost Breakdown for each deliverable, requirement, or major task item; the staffing plan to include labor categories and projected hours required to accomplish each RTO. The plan shall include a brief explanation of why the staffing and skill mix are sufficient and appropriate. For ODC's the offeror shall use the proposed rates identified in Attachment C for pricing the RTOs.

E. Deviations/Exceptions

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Parts I and II of this solicitation, to the Representations and Certifications (Part 5) or to the information requested in Part 3. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical."

Include any new terms, conditions or clauses proposed by the offerors which are of benefit to the Government. Discuss the benefit to the Government in the appropriate proposal section.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.205-70), may preclude award to offerors if award is made without discussions, or may otherwise affect an offerors competitive standing.

(End of provision)

3.10 EXHIBITS

Exhibit Number	Exhibit Description	Number of Pages
1	Past Performance Questionnaire	5
2	Representative Task Order 1	2
3	Representative Task Order 2	1
4	RTO Pricing Summary	1

(End of text)

PART 4**4.1 EVALUATION – COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offerors whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The Government will award multiple Indefinite Delivery Indefinite Quantity (IDIQ) contracts with fixed-price/Time and Materials (T&M) task orders resulting from this request to the responsible offerors whose quotation conforming to this request will be most advantageous to the Government, price and other factors considered.

The following evaluation factors shall be used to evaluate offers: Technical Merit, Past Performance and Price.

The Price factor is significantly less important than the combined importance of the Technical Merit and Past Performance factors. As Individual factors, the Technical Merit is the most important, and the Price factor is more important than the Past Performance factor. Offerors are advised that a proposal meeting the objectives and requirements with the lowest price may not be selected if award to a higher priced offerors are determined to be most advantageous to the Government. Award will be based on best-value to the Government. Also, offeror information provided for one factor may be used to assess other factors if the Government deems appropriate.

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

(End of provision)

**ADDENDUM TO 52.212-2, EVALUATION–
COMMERCIAL ITEMS (JAN 1999)**

4.2 TECHNICAL MERIT VOLUME

The offerors technical proposal will be evaluated as follows:

- The Government will evaluate the offerors demonstration of their capability and knowledge in regard to the technical requirements described in the Statement of Work (SOW) Sections 1.0, 2.0 and 8.0 (including subsections). The Government will evaluate the thoroughness, adequacy, and effectiveness of the methods, techniques, procedures, and technologies that are proposed to satisfy the requirements of these SOW sections in a timely and cost effective manner.
- The Government will evaluate the thoroughness and effectiveness of the offerors proposed technical approach to be used in accomplishing the task. The Government will evaluate the specific, detailed, and complete methodologies proposed to determine the offerors' ability in demonstrating a clear and full understanding of the objectives to the requirements of each task. The Government shall evaluate the detailed schedule proposed for thoroughness and reasonableness.
- The Government will evaluate the offerors ability to satisfy the requirements outlined in Section 11.0 of the Statement of Work. The Government will evaluate: (1) The offerors demonstration of the ability to provide professionals within a 2 hour response time of each NASA Center or NASA installation; and (2) The offerors ability to provide personnel who met the minimum qualifications listed of our position descriptions including education, qualifications, and experience.

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

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

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

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

Strength – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

Significant Strength – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

The offerors overall technical proposal will be evaluated using adjectival ratings to determine how well the offerors understand the technical requirements as expressed in the offerors approach to performing the specific requirements listed in the Statement of Work (SOW). One of the following adjectival ratings will be assigned:

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

4.3 PAST PERFORMANCE EVALUATION FACTOR

An offerors past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the “recent” and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term “offerors” refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of

significant(s) subcontractors shall also be evaluated and attributed to the offerors. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offerors. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A “recent” contract is a contract that is ongoing or completed less than 3 years prior to the issuance of this RFP. Contracts completed more than 3 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A “relevant” contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least \$1.0M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$1.0M.

For a significant subcontractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least 25% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - ie., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term “content” means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

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

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

inquiries with previous customers. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

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

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

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

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

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

Very High Level of Confidence

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

High Level of Confidence

The offerors relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the offerors performance record, there is a high level of confidence that the offerors will successfully perform the required effort.

Moderate Level of Confidence

The offerors relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the offerors performance record, there is a moderate level of confidence that the offerors will successfully perform the required effort.

Low Level of Confidence

The offerors relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offerors performance record, there is a low level of confidence that the offerors will successfully perform the required effort. Changes to the offerors existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The offerors relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the offerors performance record, there is a very low level of confidence that the offerors will successfully perform the required effort.

Neutral

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

(End of provision)

4.4 PRICE EVALUATION FACTOR

This is an IDIQ acquisition with fixed-price/T&M task orders.

The proposed price of each of the RTOs, as submitted on **Exhibit 4**, will be assessed to determine reasonableness. The Government will evaluate the detailed cost breakdown for each deliverable, requirement, or major task item, the staffing plan, and projected hours required to accomplish each RTO, for reasonableness and understanding. Likewise, the Government will evaluate the explanation of why the staffing and skill mix are sufficient and appropriate to satisfy the requirements. Individual labor categories will also be assessed to determine reasonableness.

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

The proposed price for each individual RTO, the rates in Attachment C- Rates Matrix, and any identified risks will be presented to the Source Selection Authority.

(End of text)

PART 5**5.1 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERICAL ITEMS (52.212-3) ALTERNATE I (APR 2012)**

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

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

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

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

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or

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

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

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

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

(b)

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

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

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate 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.

(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

Line Item No.	Country of Origin

[List as necessary]

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

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

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

defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements" Israeli Trade Act."

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

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

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

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Â§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. Â§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. Â§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. Â§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.

(1) *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 (1)(3) through (1)(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 offerors 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 offerors TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran.*

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

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

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

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

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

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

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

Black American.

Hispanic American.

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

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory 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.

(End of provision)

**ADDENDUM TO 52.212-3, OFFEROR REPRESENTATIONS AND
CERTIFICATIONS-COMMERICAL ITEMS (APR 2012)**

**5.2 INFORMATION REGARDING RESPONSIBILITY MATTERS
(52.209-7) (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)

5.3 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (1852.209-73) (DEVIATION FEB 2012)

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offerors represent, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

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

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

(b) The offerors proposal shall include a signed written certification as follows -

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of provision)

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

- (a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

(2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that –

(1) It is is not a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)