

2. CONTRACT NO. _____ 3. AWARD/EFFECTIVE DATE _____ 4. ORDER NUMBER _____ 5. SOLICITATION NUMBER NNK13455097Q 6. SOLICITATION ISSUE DATE 01/03/2013

7. **FOR SOLICITATION INFORMATION CALL:**  a. NAME Nicole Rivera b. TELEPHONE NUMBER (No collect calls) 321-867-3523 8. OFFER DUE DATE/LOCAL TIME 01/30/2013 1500 ES

9. ISSUED BY CODE KSC
 NASA/John F. Kennedy Space Center
 Office of Procurement
 MAIL CODE OP
 KENNEDY SPACE CENTER FL 32899

10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS
 HUBZONE SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 325120
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS EDWOSB 8(A) SIZE STANDARD: 1,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS _____

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING _____

14. METHOD OF SOLICITATION RFP IFB RFP

15. DELIVER TO CODE KSC
 NASA/Kennedy Space Center
 KENNEDY SPACE CENTER FL 32899

16. ADMINISTERED BY CODE KSC
 NASA/Kennedy Space Center
 Office of Procurement
 MAIL CODE OP
 KENNEDY SPACE CENTER FL 32899

17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ 18a. PAYMENT WILL BE MADE BY CODE _____

TELEPHONE NO. _____

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Liquid Nitrogen, Grade L, Bulk		EA		
002	Liquid Nitrogen, Grade L, Dewars				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

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

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

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR _____ 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) _____

30b. NAME AND TITLE OF SIGNER (Type or print) _____ 30c. DATE SIGNED _____ 31b. NAME OF CONTRACTING OFFICER (Type or print) Marco Pochy 31c. DATE SIGNED _____

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

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

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

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SECTION 1. CONTINUATION OF SF 1449

1.1. SUPPLIES TO BE FURNISHED

This is a fixed-price, requirements contract for the purchase of liquid nitrogen during the contract period of performance. The delivery location and estimated quantities are specified in the schedule as Contract Line Item Numbers (CLINs). The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver the items identified in the schedule in accordance with Attachment 01 and Attachment 02.

(End of clause)

1.2. PERFORMANCE SPECIFICATION

All requirements delivered under this contract shall be provided in accordance with the following performance specifications, which are incorporated in Attachment 02:

Compressed Gas Association (CGA) G-10.1, Type II, Grade L, dated October 20, 2008, Commodity Specification for Nitrogen

Product supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract.

(End of clause)

1.3. PLACE OF PERFORMANCE OR DELIVERY LOCATION

NAME	LOCATION	CLIN
Ames Research Center (ARC)	Moffett Field, CA 94035	001 and 002

(End of clause)

1.4. PERIOD OF PERFORMANCE

CLIN 001, Liquid Nitrogen Bulk, ARC

The basic contract period of performance is from March 1, 2013, through June 30, 2014.

CLIN 002, Liquid Nitrogen Dewars, ARC

The basic contract period of performance is from March 1, 2013, through June 30, 2014.

(End of clause)

1.5. SCHEDULE OF SUPPLIES

CLIN	DL	UNIT	ORDER LIMITATIONS				Best estimate total quantity
			MINIMUM ORDER	MAX DAILY	MAX WEEKLY	MAX MONTHLY	
001	ARC	Liter	1,000	25,000	N/A	N/A	290,000
002	ARC	Liter	160	1,300	N/A	N/A	65,000

NOTE: approximately 38,000 liters per week of CLIN 001 will be required during a 6-week testing period currently scheduled for March 2013. Date subject to change.

(End of Clause)

1.6. CONTRACT PERIOD PRICING

CLIN 001, Bulk, Specification: CGA G-10.1 Grade L

CLIN	DL	DESCRIPTION	UNIT	Base Period
001	ARC	Nitrogen Price	Price Per Liter	
001	ARC	Demurrage	Price Per ¼ Hr	
001	ARC	Inability to Accept Delivery	Miles (2-way)	
001	ARC	Inability to Accept Delivery	Price Per Mile	
001	ARC	Emergency Delivery (at least 24 hr notice)	Price Per Liter	
001	ARC	Hot Tank Fill	Per Occurrence	

CLIN 002, Dewars, Specification: CGA G-10.1 Grade L

CLIN	DL	DESCRIPTION	UNIT	Base Period
002	ARC	Nitrogen Price	Price Per Liter	
002	ARC	Dewar Rental (after 14 days)	Price Per Day	
002	ARC	Demurrage	Price Per ¼ Hr	
002	ARC	Inability to Accept Delivery	Miles (2-way)	
002	ARC	Inability to Accept Delivery	Price Per Mile	

(End of clause)

1.7. DELIVERY ORDER PROCEDURES

- (a) A contracting officer will issue written delivery orders prior to the first day of the month, quarter, or other mutually acceptable period of time not-to-exceed one year. The delivery order will be issued in writing on a Standard Form 1449, or equivalent, and will include:
- (1) Estimated quantity of product to be delivered during the effective period of the order. Note: The contractor shall not deliver more than this quantity without the prior approval of the contracting officer.
 - (2) Delivery order number, contract number, and applicable CLIN(s).
 - (3) Period in which deliveries shall be made pursuant to such orders.

- (4) Receiving destinations.
- (5) Necessary shipping instructions, including "Mark For" data.
- (6) The cumulative delivery order value and the total funds available.
- (b) Amendments to orders will be issued in writing on a Standard Form 30, or equivalent, in the same manner as original orders. In emergencies or special situations, the contracting officer may issue orders orally. However, the contracting officer will promptly execute a written delivery order to confirm all oral orders.
- (c) A request for shipment for propellant supplies against the written delivery order and delivery schedules for each of the delivery locations specified in Section 1.3 will be made by the Requirements Point of Contact (RPC). All such requests for shipment from the RPCs are subject to the terms and conditions of this contract. When a delivery location makes a request for shipment against a delivery order issued as specified in paragraph (a) of this clause, the contractor agrees to proceed to effect such shipment as promptly as is necessary to ensure that the specified product can be delivered to the destination by the time and/or date required. The normal receiving hours for the delivery locations are specified in Attachment 01. However, when required by any order placed under this contract, the contractor agrees to deliver product seven days a week, 24 hours a day, including all holidays.
- (d) Any unauthorized over-shipment of the total quantity on order will be solely at the contractor's risk and the Government shall not be obligated to pay for such unauthorized over-shipments.

(End of clause)

1.8. FUNDING AND PAYMENT

- (a) Funding will be provided by delivery locations identified in Section 1.3 through the issuance of delivery orders. The contractor shall not deliver product unless adequate funding has been obligated by a contracting officer at the applicable delivery location.
- (b) Invoices for payment shall be submitted after each calendar month of performance, or portion thereof, if applicable. The contractor shall ensure that all billings comply with this contract. Each item billed shall appear as a separate line on the invoice, and shall include the delivery order number, contract number, and applicable CLIN(s). Charges for temporary ancillary equipment and/or services shall be invoiced separately from cryogenic propellant deliveries. The invoice together with a fully executed DD Form 250 (or equivalent commercial document), with applicable quantity delivered measurement ticket, shall be submitted to the appropriate office as designated on the delivery order. The contractor agrees to provide any additional information requested by the contracting officer or his appointed representative to substantiate billings.

(End of clause)

SECTION 2. ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

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

2.2. FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (AUG 2012)

2.3. FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

2.4. FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2008)

2.5. FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the performance period specified in Section 1.
- (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)

2.6. FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in a quantity less than the quantity specified in Section 1, 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 the amount or quantity specified in Section 1;
 - (2) Any order for a combination of items in excess of the amount or quantity specified in Section 1; or
 - (3) A series of orders from the same ordering office within the period specified in the amount or quantity specified in Section 1, that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 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)

2.7. FAR 52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) 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 10 days after expiration of the period of performance specified in Section 1.

(End of clause)

2.8. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of contract expiration.

(End of Clause)

2.9. FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)

2.10. FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

2.11. FAR 52.246-11- HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

<u>Title</u>	<u>Number</u>	<u>Date</u>	<u>Tailoring</u>
ISO	9001	2008	n/a

(End of clause)

2.12. FAR 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):

<http://www.acqnet.gov/far/>

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

(End of clause)

2.13. NFS 1852.215-84 OMBUDSMAN (NOV 2011) - ALTERNATE I (JUN 2000)

2.14. NFS 1852.223-70 SAFETY AND HEALTH (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property

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

- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f)
 - (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.
 - (2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).
- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the

Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

2.15. DELIVERY REQUIREMENTS

- (a) The contractor shall provide delivery capability for Government requirements to the delivery points specified in Section 1. Delivery conveyances must comply with applicable Department of Transportation (DOT) regulations. The contractor shall comply with applicable safety standards and maintain purity of product during loading and delivery. The contractor shall develop, maintain, and make available to the Government all conveyance operating procedures. Note: The amount of delivery equipment shall be sufficient to allow for operational variations, maintenance, downtime, DOT requirements, and contingency provisions
- (b) The contractor shall ensure the on-schedule delivery of liquid propellant ordered by the Government. Loading and dispatching tankers and dewars shall be scheduled to assure arrival at destination during normal receiving hours as set forth in Attachment 01, or unless otherwise directed. Under normal delivery conditions, the Government will provide a minimum of 48 hours notice for bulk and 24 hours notice for dewars prior to requiring delivery of ordered product. In emergency cases a minimum of 24 hours notice for bulk orders will be provided.
- (c) The contractor shall provide trained personnel necessary for offloading product from the tankers to the facility interface. User locations will provide personnel to operate facility equipment. During offloading, the contractor shall operate the tanker in accordance with approved procedures.
- (d) Ancillary equipment and services may be required to effect delivery of nitrogen to satisfy Government requirements. Ancillary equipment and services includes, but is not limited to, temporary cryogenic storage vessels, liquid-to-gas conversion units (receivers, pumps, vaporizers, and associated piping), and other equipment and services to support related propellant requirements under this contract. The contracting officer administering the applicable delivery order will be notified of the ancillary requirement and will issue a delivery order modification with negotiated pricing.

(End of clause)

2.16. LABORATORY ANALYSIS

A laboratory analysis shall be performed at the loading point of the conveyance for each shipment made under this contract. In the event laboratory facilities are not available to perform this analysis at the loading point, the contractor shall make arrangements to have the analysis performed at a location approved by the contracting officer. In any event, the analysis results shall be attached to the DD Form 250 or equivalent commercial document.

(End of clause)

2.17. MATERIAL INSPECTION AND RECEIVING REPORT

- (a) At the time of each delivery under this contract, the contractor shall furnish to the Government a Material

Inspection and Receiving Report (DD Form 250 series or equivalent commercial document), prepared in triplicate (original and two copies). If the contractor elects to use the DD Form 250, it shall be prepared in accordance with NASA FAR Supplement 1846.6. Note: Equivalent commercial document must contain the same level of detail/specificity as the DD Form 250.

- (b) Upon delivery of product to the destination, each copy of the Material Inspection and Receiving Report shall be signed and dated by the receiver. The original shall remain with the contractor's driver making the delivery, and two copies shall be retained by the receiving destination as proof of delivery.
- (c) A legible copy of the applicable contractor quantity delivered measurement ticket shall be attached to each copy of the Material Inspection and Receiving Report submitted for each delivery. The quantity delivered measurement ticket shall include the associated shipment number and tanker number as cross reference to the Material Inspection and Receiving Report. The foregoing documentation shall be submitted with all invoices.
- (d) Contractor shall overprint, in an appropriate space on each Material Inspection and Receiving Report, any applicable tanker unloading demurrage invoiced in accordance with this contract. Such demurrage shall be certified by personnel of the receiving activity who are not in the employ of the contractor. At the Government's option, and when available, Government personnel may be required to certify demurrage charges.

(End of clause)

2.18. CERTIFICATE OF CONFORMANCE

A certificate of conformance shall accompany each delivery to verify product quality and quantity. The contractor's quality assurance representative shall sign and date the certificate of conformance to verify quantity, quality, and proper documentation (i.e., laboratory analysis, etc.) at origin. The signed certificate of conformance shall be attached to, or entered on, copies of the DD Form 250, or equivalent commercial document. The certificate of conformance shall be prepared in accordance with FAR 52.246-15, paragraph (d).

(End of clause)

2.19. DETERMINATION OF BILLING

The delivered product price per unit includes all product and transportation costs for the quantities delivered and accepted. The unit price shall be F.O.B. destination. Scales or meters used in determining weight or volume shall be certified and must meet all specifications and user requirements and tolerance as stated in the National Institute of Standards and Technology (NIST) Handbook 44. Such scales or meters shall be calibrated annually and records of this calibration shall be maintained for a minimum of one year and made available to the contracting officer or designated representative upon request. After delivery of product, quantity delivered in units measured by scale or meter shall be annotated on a DD Form 250 or equivalent commercial document. If units measured by scale or meter are not liters then the quantity delivered shall be converted into liters and also annotated (reference attachment 01 for conversion). An employee of the receiving destination will acknowledge receipt of the shipment and indicated quantity by executing a dated signature in Block 22 of the appropriate DD Form 250 or equivalent commercial document. The contractor's method of product measurement must be acceptable to the contracting officer.

(End of clause)

2.20. QUALITY ASSURANCE, INSPECTION AND ACCEPTANCE

- (a) Unless otherwise directed by the Contracting Officer, in-process inspection, end-item inspection, and test verification shall be performed by the Contractor at the Contractor's facilities, to ensure compliance with the

contract requirements. The Government may perform periodic inspections or audits at the contractor's facilities to verify, inspect, and ensure that supplies meet the contract requirements, including calibrations, process control monitoring, drawings and specifications.

- (b) Any delivery location will have the option to sample nitrogen being delivered and analyze it for impurities prior to off-loading the transport vehicle or container. Such sampling shall be subject to demurrage charges, as applicable in accordance with this contract. If the sample does not meet specification requirements, the load will not be accepted and will be returned to the Contractor's facility for disposition. In case of non-acceptance, no product, transportation, demurrage, or any other costs will be charged to, or be paid by the Government.
- (c) The Contractor shall maintain records of inspections and tests performed on the items of this contract. All records and tests shall be traceable to the nitrogen delivered and shall include applicable tanker/trailer number, serial number, lot number, or any other acceptable method of identification. These records shall be made available to the Government, upon request, during the performance of this contract and for 180 days after delivery of the item(s).
- (d) The Contractor shall develop and maintain documentation of a quality control program, including but not limited to: Plant operating procedures (as they relate to quality provisions); handling procedures; loading and off-loading of shipping conveyances; storage; analytical instruments and scale calibrations; sampling; and analysis. Operating plans or procedures shall be submitted to the Government upon request. Final inspection and acceptance shall be accomplished at the receiving destination. Acceptance shall occur upon signoff by the receiving destination on the appropriate material inspection and receiving report.

2.21. PRODUCT INTEGRITY CONTROL

- (a) The contractor shall furnish seals to prevent tampering with the propellant delivery tankers. The seals must easily identify any attempted tampering. The contractor shall seal all tankers prior to shipment.
- (b) The contractor shall maintain cleanliness of shipping container interfaces, transfer hoses and fittings. The contractor shall seal all drain and fill ports prior to shipment from the facility of origin.
- (c) The contractor shall inspect each loaded conveyance just prior to shipment to ensure all end connections are protected with dust covers (or other protectors) and there is no leakage of product.
- (d) Upon arrival at the receiving destination propellant interface, conveyances may be visually inspected by the receiving activity for hazardous conditions, cleanliness, and seal integrity. Any discrepancy is cause for rejection.

(End of text)

2.22. GOVERNMENT'S INABILITY TO ACCEPT DELIVERY

When the contractor makes a delivery to a single destination and the tanker cannot be accepted due to storage tank problems or for other reasons under the control of the receiving organization, and through no fault of the contractor, product charges will not be incurred; however, transportation charges will be based on the round-trip miles at the transportation price per mile specified in Section 1.6. Roundtrip mileage shall be from the primary plant source identified in Attachment 04. Plant Source to each specified receiving destination shall be based on the internet website Google Maps (<http://maps.google.com/>).

(End of clause)

2.23. DEMURRAGE

The Government will pay the contractor demurrage for all delays in unloading propellant delivery tankers in excess

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of 4 hours after arrival and check-in at place of delivery, if such delay is without the fault or negligence of the contractor and is not caused by the failure of the contractor's equipment. If more than one tanker is scheduled for the same arrival time, demurrage charges shall begin 4 hours after arrival time of the last trailer in the group, and end at the release of the last trailer in the group. This unloading demurrage charge shall be paid the contractor per quarter-hour or fraction thereof. No demurrage charges shall be billed or paid for the loading of any propellant delivery tankers. If the free time has been exceeded, the driver, upon leaving the site, shall leave the consignee written documentation showing the date, time of arrival, time of departure, cause of delay, if known, and information identifying the shipment. The driver shall sign such documentation and shall request the consignee to do likewise. A copy thereof, as proof of delay, shall accompany all invoices for demurrage. Reasons for such delay shall be annotated in Block 23C of the DD Form 250, or in an appropriate place on equivalent commercial document, and signed by the driver. Contractor shall ensure that all deliveries from a multi-source operation shall be affected at the lowest overall cost to the Government.

(End of clause)

2.24. FLASH REPORTS

The contractor shall provide the contracting officer, or his designated representative, with an immediate verbal Flash Report of any accident or incident which may have an adverse impact on the contractor's ability to deliver liquid cryogenic propellant to the Government, such as a plant outage (scheduled or unscheduled), trailer malfunction, or of any other occurrence in which the Government could reasonably be expected to have an interest by virtue of this contract. Such Flash Reports shall be confirmed in writing (electronic submission), in appropriate detail. Except as otherwise provided in this contract, the cost of data to be furnished in response to this contract is included in the price of this contract.

(End of clause)

SECTION 3. FAR 52.212-5 ATTACHMENT

3.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS. (AUG 2012)

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

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

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

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

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

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

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

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

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

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

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

[] (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 (FEB 2012) (41 U.S.C. 2313).

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

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

X(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 (JUN 2003) (15 U.S.C. 644).
- [](ii) Alternate I (OCT 1995) of 52.219-7.
- [] (iii) Alternate II (MAR 2004) of 52.219-7.
- X(14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637 (d)(2) and (3)).
- [](15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4).
- [](ii) Alternate I (OCT 2001) of 52.219-9.
- [](iii) Alternate II (OCT 2001) of 52.219-9.
- [](iv) Alternate III (JUL 2010) of 52.219-9.
- [](16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- [](17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- [](18) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [](19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- [](ii) Alternate I (JUN 2003) of 52.219-23.
- [](20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X(23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- [](24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- [](25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- X(26) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X(27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

- X(28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- X(29) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- X(30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- X(31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- [](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 (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [](35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [](ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [](36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [](37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- [](ii) Alternate I (DEC 2007) of 52.223-16.
- X(38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011). (E.O. 13513).
- X(39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [](40)(i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- [](ii) Alternate I (MAR 2012) of 52.225-3.
- [](iii) Alternate II (MAR 2012) of 52.225-3.
- [](iv) Alternate III (MAR 2012) of 52.225-3.
- [](41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [](42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [](43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- [](44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

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(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)).

(47) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

related to this contract.

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

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

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

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

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

(iii) (Reserved)

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

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

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

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

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

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

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

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

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

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

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(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)

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SECTION 4. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

4.1. LIST OF ATTACHMENTS

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

ATTACH. NUMBER	TITLE	DATE	PAGES
01	STATEMENT OF WORK	11/20/2012	03
02	PERFORMANCE SPECIFICATIONS	11/20/2012	01
03	PIV CARD ISSUANCE PROCEDURES	11/20/2012	03
04	CAPABILITY FORM	11/20/2012	01
05	SAFETY AND HEALTH PLAN	TBD	TBD

(End of Clause)

SECTION 5. ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

5.1. FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (FEB 2012)

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

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

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

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

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

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

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

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

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

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

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

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

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

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

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an

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

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

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

5.2. FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acqnet.gov/far/>

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

(End of provision)

5.3. COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Nicole Rivera

Email: Nicole.Rivera@nasa.gov

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

- (b) Questions or comments should be submitted by 3:00 PM E.S.T on January 15, 2013, to allow for analysis and dissemination of responses in advance of the proposal due date: Late questions or comments are not guaranteed a response prior to the proposal due date.

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

SECTION 6. PROPOSAL CONTENT

6.1. DUE DATE FOR RECEIPT OF PROPOSALS

See Block 8 of Standard Form 1449 (page 1)

(End of provision)

6.2. DELIVERY INSTRUCTIONS FOR PROPOSALS

Proposals shall be delivered electronically to the following address: Nicole.Rivera@nasa.gov. Maximum email size: 3MB per email. Offerors may submit multiple emails.

(End of Provision)

6.3. NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

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

DESCRIPTION	PAGE LIMIT
Volume I: Technical Acceptability	1 form (Attachment 04) and 1 continuation page for each CLIN
Volume II: Safety and Health Plan	Unlimited
Pricing	Complete Section 1.6

- (b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.
- (c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
- (d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

6.4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Proposals shall be submitted electronically within the established page limitations specified in Section 6.3. Proposals will be evaluated on the completeness and quality of the information provided to demonstrate the offeror's capability to meet the CLIN requirements.

(End of provision)

6.5. VOLUME I: TECHNICAL ACCEPTABILITY

Prospective offerors are required to provide the following information to determine technical acceptability: The offeror shall utilize the attached Capability Form (Attachment 04) to identify its production, storage, and distribution facilities that will be used to produce and deliver requirements for each applicable CLIN. Additional information may be provided on a separate page (see Section 6.3(b) for "page" requirements). Note: Capability relates to the offeror's ability to meet CLIN requirements. Capability is a function of production, distribution, and any other information that demonstrates the offeror's ability to meet CLIN requirements. Proposals failing to provide evidence demonstrating that the offeror has the necessary capability to successfully meet the requirements of a CLIN will be considered technically unacceptable for that CLIN.

(End of provision)

6.6. VOLUME II: NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)

- (a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

6.7. PRICING

This section shall consist of the pricing tables in Section 1.6. Alternate pricing proposals will not be accepted. Pricing proposals which utilize pricing conditions based on the award of multiple CLINS will not be accepted.

(End of provision)

SECTION 7. PROPOSAL EVALUATION

- (a) Evaluation and award(s) will be made using the lowest price technically acceptable source selection process as described in FAR 15.101-2. One award for each CLIN will be made to the lowest price offeror that has been determined technically acceptable. Technical acceptability will be determined from information submitted by the offeror, which must provide sufficient details to show that the offeror has the necessary capability to meet CLIN requirements.
 - (1) First, the Government will evaluate the offeror's capabilities described in Volume I for meeting the performance requirements for each applicable CLIN. Based on the technical evaluation, proposals will be rated as technically acceptable or unacceptable. Note: Proposals failing to provide evidence demonstrating that the offeror has the necessary capability to successfully meet the requirements of a CLIN will be considered technically unacceptable for that CLIN.
 - (2) Only those offerors determined to be technically acceptable, either initially or as a result of clarifications/discussions, will be considered for award on the basis of lowest price for each CLIN.
- (b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

SECTION 8. REPRESENTATIONS, CERTIFICATION AND OTHER STATEMENTS

8.1. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (MAR 2012) - ALTERNATE I (APR 2011)