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

1. REQUISITION NUMBER: 4200468131

PAGE 1 OF 18

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: NNK13468131Q

6. SOLICITATION ISSUE DATE: 04/26/2013

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Donald Wood

b. TELEPHONE NUMBER (No collect calls): 321-867-6235

8. OFFER DUE DATE/LOCAL TIME: 05/13/2013 0800 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
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 424690

SIZE STANDARD: 100

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☒ RFQ ☐ IFB ☐ RFP

15. DELIVER TO CODE

See Schedule

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

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The contractor shall provide Liquefied Natural Gas (LNG) to NASA Kennedy Space Center in accordance with the attached Statement of Work (page 2 - 6).				
001	Liquefied Natural Gas(LNG)				
	(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)*: Donald R. Wood

31c. DATE SIGNED

ARTICLE 1. SCOPE OF WORK

A. Product Specifications: The Contractor shall provide the necessary management, labor, facilities, tools, equipment, and materials to produce and deliver Liquefied Natural Gas (LNG) with quality requirements per the Statement of Work.

B. Delivery Point: Deliveries shall be made to Kennedy Space Center, Kennedy Space Center, FL as detailed in Article 3 "Delivery Points."

C. Contract Type: This is a fixed-price not-to-exceed (NTE) purchase order.

D. Minimum/Maximum Limitations:

Minimum order. The government will guarantee a minimum order of 3000 gallons of LNG under this purchase order.

Maximum order: Subject to NTE amount of the purchase order

Article 2. Period of Performance

The period of performance of this contract is from June 1, 2013 to December 31, 2013.

ARTICLE 3. REQUIREMENTS, DELIVERY POINTS AND BEST ESTIMATED QUANTITIES

DELIVERY POINT:

Kennedy Space Center, Kennedy Space Center, FL

The following acronyms and abbreviations are used to describe the requirements at the delivery point and throughout this document:

BEQ	-	Best Estimated Quantity
D.O.T.	-	Department of Transportation
FAR	-	Federal Acquisition Regulation
MAWP	-	Maximum Allowable Working Pressure
MIRR	-	Material Inspection and Receiving Report
Mscf	-	thousand standard cubic feet
Peak specified	-	the maximum requirement the contractor is obligated to furnish over a period of time
psig	-	pounds per square inch gauge
Routine provide	-	the normal forecasted requirement the contractor can expect to
scf	-	standard cubic feet

Conversion Factors for LNG:

1000 BTU* = 1 Ft^3
100 FT^3 = 1 CCF
1 CCF = 1 Therm
10 Therms = 1 Decatherm

*Typically Btu value ranges from 1020-1030/ft^3

DELIVERY LOCATION: **Kennedy Space Center (KSC)**

DELIVERY ADDRESS: **Propellant North Operations, ISC-3110**
Building K7-418
Kennedy Space Center, FL 32899

CLIN Liquefied Natural Gas

BEQ					
BULK LIQUID (Gallons)	9000				
Price/Gallon					

ROUTINE DELIVERY HOURS: 6:00 a.m.- 3:30 p.m.(local time) Monday thru Friday

EMERGENCY DELIVERY HOURS: Deliveries during the weekend may be required to support replenishment of KSC storage prior to upcoming testing occurring early the following week.

ROUTINE REQUIREMENTS:

3000 gallons in a two week period. 3000 gallons per delivery.

Vendor deliveries will be utilized to fill/refill KSC receiver vessel (3000 gallon tanker with up to 10% boil off during fill).

PEAK REQUIREMENTS:

6000 gallons to occur in a two week period. 3000 Gallons per delivery.

This requirement may be required once due to a period of accelerated testing during the overall test campaign.

SPECIAL DELIVERY EQUIPMENT REQUIREMENTS:

Only bulk liquid delivery tankers or mobile vessels (movable by standard tractor) to be provided. Delivered Tankers/vessels must have sufficient capacity to fill KSC receiving vessel (3000 gallon tanker) in single offload, including transfer losses. Vendor tanker to be capable of pressure offloads (up to 60 psi). KSC has no LNG compressor/pump capability available.

SPECIAL DELIVERY REQUIRMENTS:

1. Vendor tanker will be offloaded into a Govt owned tanker (3000 gallon capacity) to be utilized as a receiver vessel. Vendor tanker will only be retained on site during offload and then removed by the vendor. Estimated time of offload is 2 hours utilizing tanker pressure offload method.

2. KSC receiving vessel (Govt owned tanker) will have the following characteristics

   Capacity: 3000 gallons

   Connections: LNG-30
   Note: KSC to be responsible for providing any required adapters to allow connection to

vendor tanker as coordinated post award.

MAWP: 150 psig

3. Lead time: Minimum of 3 workdays prior to delivery (Workdays defined as Monday-Friday)

SPECIAL ACCESS REQUIREMENTS (e.g. Security): All drivers required to be U.S. citizens. Entry into KSC is restricted to badged personnel only. The contractor is required to obtain badges for delivery personnel for access to the Center. Due to the limited number of deliveries anticipated, Day Passes can be issued as coordinated with KSC prior to each delivery.

GEOGRAPHIC LOCATION: KSC is located approximately 40 miles east of Orlando, Florida, and two miles south of Titusville, Florida.

DELIVERY DRIVER DIRECTIONS:

Deliveries shall be made direct to NASA, Kennedy Space Center, Florida, Building K7-418, KSC Propellants North. The driver will obtain clearance at the Visitor Pass and ID station located on State Road 405, east of US Highway 1, between the KSC Visitor Center and State Road 3. After obtaining a badge, the driver will proceed approximately 1/2 mile east, enter KSC at Gate 3 on State Road 405 and take the exit ramp marked "TO VAB" (just past Gate 3 and prior to overpass). The driver will exit, turn left and travel north on State Road 3 approximately 4 miles to Saturn Causeway. The driver will turn right on Saturn Causeway and proceed past the VAB and around the curve. Approximately 3/4 mile past the curve, the driver will turn left (north) at Fluids Servicing Road, which crosses the gravel crawler-way. Check in with the scheduler in Building K7-418 on west end of parking lot accessed by taking the first left from Fluids Servicing Road past CCF Road (North of gravel crawler-way and shortly after the railroad tracks).

GOVERNMENT PROPERTY: None provided to the supplier as part of this contract.

SPECIAL CONSIDERATIONS APPLICABLE:

Vendor will utilize two step pricing:
- Pricing of product offloaded into KSC receiving vessel ($ per gallon)
- Transportation charge ($ per delivery)

Prices bid will be for any deliveries for the entire term of the period of performance.

Note: The utilization of a separate transportation charge is intended to reduce risk to supplier in the event the actual offload per delivery is less than anticipated per the routine and peak requirements.
Any product returned to vendor after filling of KSC receiving vessel (3000 Gallon tanker) subject to full credit.

Any driver delay in excess of 4 hours (typical offload time plus 2 hours) to be subject to driver delay charge ($/qtr hour) as bid .

PRODUCT QUALITY REQUIREMENTS:

Minimum Methane Content (Mole %): 95% or Higher

A bidder is permitted to bid on one or more of the following minimum methane percentages in product delivered under this contract: See also "Bid Evaluation Criteria"

95% minimum methane content
96% minimum methane content
97% minimum methane content
98% minimum methane content
99% minimum methane content

Minimum Total Hydrocarbon content (Mole %): 99%

Maximum allowable Hydrogen Sulfide content: 0.3 grains of hydrogen sulfide per 100 scf of gas equivalent. This requirement is due to the potential of brass fittings in the KSC receiving vessel (tanker)

Bidder to provide example of analysis sheet(s) to demonstrate supplier's ability to meet or exceed the bid products quality requirements for minimum Methane content and minimum Total Hydrocarbon content. The maximum allowable Hydrogen Sulfide requirement can be satisfied either by vendor analysis example or by a vendor statement certifying that the product bid does not contain the constituents (Hydrogen, Sulfur) that can result in the ability to produce 0.3 grains of hydrogen sulfide per 100 scf of gas equivalent.

Each delivery to include Vendor analysis sheet with delivery paperwork.

BID EVALUATION CRITERIA:

Due to enhanced performance characteristics in the test article with higher methane content in the LNG, the bid evaluation will take into account higher methane content over the 95% minimum specified in "Product Quality Requirements"

The following formula will be used for bid evaluation:

$$Score = \frac{Quality}{(Price + C1)} + \frac{C2}{Delivery}$$

Where:

C1 = 20
C2 = 12.5
Price = Price of LNG delivered under the contract ($/gallon)
Delivery = Transportation Charge ($ per delivery)
Quality = Minimum Methane % in LNG bid and to be delivered under the contract. Decimal form used in equation (95% → .95 in equation)

Example (Prices shown are for illustrative purposes only):

Bid A: 95% Quality; Price = $1.00/gallon; Delivery Fee = $1000 → Score = 0.057738
Bid B: 97% Quality; Price = $1.00/gallon; Delivery Fee = $1000 → Score = 0.058690
Bid C: 97% Quality; Price = $2.00/gallon; Delivery Fee = $1000 → Score = 0.056591
Bid D: 97% Quality; Price = $1.00/gallon; Delivery Fee = $2000 → Score = 0.052440
Bid E: 97% Quality; Price = $1.25/gallon; Delivery Fee = $2000 → Score = 0.051897
Bid F: 99% Quality; Price = $1.25/gallon; Delivery Fee = $2000 → Score = 0.052838

In this example: Bid B has the highest score in the bid evaluation

METHOD OF MEASUREMENT FOR BILLING

Determining the quantity of product delivered for billing purposes shall be accomplished in accordance with the following procedures. Scales used in determining weights as required by these procedures 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. The maximum error will not exceed plus or minus two-tenth of one percent of the load being weighed. Such scales will be calibrated yearly and records of this calibration will be maintained for a minimum of one year and made available to the Contracting Officer or his designated representative upon request.

The scales at the contractor fill location will be the preferred scales for determining the weight of LNG delivered. In the event the contractor's scales at the delivery location are out of operation or otherwise unavailable, an alternate scale can be used after approval by the contracting officer. If the KSC scales at Ransom Roads are approved by the contracting officer as an alternate, there will be no adjustment in the transportation charges or the length of the allowable delay time without charge.

The tare weight of the empty tanker will be subtracted from the gross weight and the resulting figure will be net amount for which the government will pay or receive credit. A copy of the contractor certified weight ticket(s), with shipment number and trailer/container number affixed, will accompany the MIRR for payment.

The weight of the delivered and returned LNG will be determined as follows:

For delivered LNG: The empty weight of the tanker will be subtracted from the full shipped tanker weight. The resulting weight will be the net amount of the delivered LNG, for which the Government will pay. Industry standard conversion factors to convert the weight to gallons will be provided by the supplier as part of the bid process for review.

For returned LNG: When the delivery is completed and the tanker is returned to the contractor the empty weight of the tanker will be subtracted from the returned tanker weight. The resulting weight will be the weight of the returned LNG helium, for which the government will receive full credit. Industry standard conversion factors to convert the weight to gallons will be provided by the supplier as part of the bid process for review.

A copy of the contractor certified weight ticket(s), with shipment number and trailer/container number affixed, will accompany the MIRR for payment.

TERMS AND CONDITIONS OF ORDER

SECTION A.1 GENERAL - COMMERCIAL ITEMS

[ ] GSA Schedule Item: This order is for a commercial item subject to the terms and conditions of the GSA Schedule Contract cited and any additional terms and conditions included below as addenda to FAR clause 52.212-4, Contract Terms and Conditions -- Commercial Items, contained in the GSA Schedule Contract.

[X] Open Market Item: This order is for a commercial item subject to the terms and conditions of FAR 52.212-4, Contract Terms and Conditions -- Commercial Items, incorporated by reference; FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes and Executive Orders, attached to this order; and any additional terms and conditions included below as addenda to 52.212-4.

This order incorporates the following FAR and NASA FAR Supplement (NFS) clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government, include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

FAR: http://www.acqnet.gov/far/

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

ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

52.204-7 Central Contractor Registration. (DEC 2012)

52.204-9 Personal Identity Verification of Contractor Personnel. (Jan 2011)

52.212-4 Contract Terms and Conditions - Commercial Items. (FEB 2012)

52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) - Alternate I (JUL 1995)

52.247-34 F.o.b. Destination. (NOV 1991)

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR)clauses, see https://www.acquisition.gov/far/index.html.
For NASA FAR Supplement (NFS) clauses, see
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm.

(End of clause)

1852.215-84 Ombudsman. (NOV 2011)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email 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.

(End of clause)

1852.223-72 Safety and Health (Short Form). (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 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)

1852.225-70 Export Licenses. (FEB 2000)

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

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

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

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

(End of clause)

1852.237-73 Release of Sensitive Information. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

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

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

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

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

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

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

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

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

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)

A. Identification of Employees

1. Badging

i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website: http://tdglobal.ksc.nasa.gov/ReferencedDocuments/. Badges must be obtained before personnel may access the work site and the contractor is responsible for submitting complete, accurate, and timely security investigation and badge request information. The government is not liable for any project delays resulting from the contractor's failure to provide required information or the contractor's inability to achieve favorable investigative results.

ii. Prior to performance, the contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.

1. Contract number and location of work site(s);
2. Contract commencement and completion dates;
3. Status as prime or subcontractor; and,
4. Name of the contractor designated security/badging official.
5. A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

iii. Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the contractor as soon as possible but in no case more than thirty days from initial badging.

iv. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.

v. Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

2. Investigations

i. All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day

period is for an individual's aggregate access across all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.

ii. All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Technical Representative (COTR), or the COTR's designee:

1. FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)
2. Standard Form 85, Questionnaire for Non-Sensitive Positions;
3. Optional Form 306, Declaration for Federal Position Employment; and,
4. Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COTR or COTR's designee)

B. Badging Restrictions/Categories

4. Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS requires the contractor to have a KSC Area Permit and contractors may be granted "escorted" or "unescorted" access to these areas in accordance with KNPR 1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.

i. The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.
ii. One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR or designee. The contractor shall maintain a record of employees receiving the training.

52.212-5 ATTACHMENT

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (JAN 2013)

(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)).

X 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 I (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).

[ ](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.

[ ](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).

[ ](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).

X(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.

[ ](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 (NOV 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, 112-42, and 112-43).

[ ](ii) Alternate I (MAR 2012) of 52.225-3.

[ ](iii) Alternate II (MAR 2012) of 52.225-3.

[ ](iv) Alternate III (NOV 2012) of 52.225-3.

[ ](41) 52.225-5, Trade Agreements (NOV 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).

[ ](45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ ](46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

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

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

[ ](8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).

[ ](9) 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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

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

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

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

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

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

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

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

(xi) 52.222-53, Exemption from Application of the Service Contract Act to

Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

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

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

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

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

(End of clause)

INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

52.212-1 Instructions to Offerors - Commercial Items. (FEB 2012)

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): [*Insert one or more Internet addresses*]

(End of provision)

1852.233-70 Protests to NASA. (OCT 2002)