

2. CONTRACT NO. \_\_\_\_\_ 3. AWARD/EFFECTIVE DATE \_\_\_\_\_ 4. ORDER NUMBER \_\_\_\_\_  
 5. SOLICITATION NUMBER: NNS13481083R 6. SOLICITATION ISSUE DATE: 07/31/2013

7. FOR SOLICITATION INFORMATION CALL: a. NAME: Sarah Maine b. TELEPHONE NUMBER (No collect calls): 228-688-1559  
 8. OFFER DUE DATE/LOCAL TIME: 08/30/2013 1430 LT

9. ISSUED BY: NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000  
 CODE: SSC  
 10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: 100.00 % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  (WCSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561110  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)  EDWCSB SIZE STANDARD: \$7.0

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: DC-09  
 14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: NASA/Stennis Space Center Stennis Space Center MS 39529-6000  
 CODE: SSC  
 16. ADMINISTERED BY: NASA/Stennis Space Center Office of Procurement Building 1100 Room 251H Stennis Space Center MS 39529-6000  
 CODE: SSC

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

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Administrative Clerical Support Services (ACSS) Reference Pricing Schedule, Pages 6-11.				

(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 3 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): Beth L. Bradley 31c. DATE SIGNED: \_\_\_\_\_

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Reference Pricing Schedule, Pages 6-11.				

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

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  
 PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

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

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

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
NNS13481083R

PAGE OF  
3 54

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (E)
	Reference Pricing Schedule, Pages 6-11.				

**SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform in accordance with the Statement of Work incorporated in Attachment A. Functions and responsibilities directly involved or associated with the management of any SSC organizations are expressly excluded from this contract. Any instructions, directives, or orders issued under this contract involving such SSC management functions and responsibilities shall be null and void.

(a) The following activities are representative of the excluded functions and responsibilities that cannot be provided by the Contractor for the Government:

- (1) Policymaking or management of SSC operations;
- (2) Program or project management;
- (3) Technical management of Government contracts;
- (4) Direction or supervision of other Government Contractors or Government agencies, or otherwise acting as an agent to obligate or commit SSC in any capacity;
- (5) Supervision of Government employees.

(b) As a result of the close working proximity between Contractor personnel and NASA civil servants, the Contractor shall adhere to the following ground rules in performance of the effort as delineated in the SOW (Attachment A).

- (1) The Contractor shall ensure its employees are managed by its own Contractor management and that the Contractor management has the autonomy to deal effectively with its employees and implement corporate policies.
- (2) The Contractor shall ensure that office space occupied by its personnel is clearly labeled with the name of the company.
- (3) The Contractor shall ensure, to the extent practicable, correspondence signed by Contractor employees is on company letterhead. Internal correspondence, including e-mail and memoranda, must include the name of the company in the signature line or in another clearly identifiable location.
- (4) The Contractor shall ensure its on-site personnel, when receiving or placing telephone calls, identify his/her employer, in addition to whatever appropriate greeting is used.
- (5) The Contractor, when participating in meetings with Government and/or other Contractor employees, shall ensure that its personnel identify themselves as Contractor employees so that their actions will not be construed as acts of Governments officials.
- (6) The Contractor's management staff shall perform individual job performance evaluations on all Contractor personnel in support of this effort.

(End of Clause)

**PHASE-IN AND PHASE-OUT**

(a) Contractor phase-in:

- (1) The services provided by this contract are vital to the Government's overall effort. Therefore, continuity of these services must be maintained at a consistently high level without disruption. To this

end, the Contractor shall conduct an orderly phase-in of other activities prior to assumption of responsibility for the effort described in the SOW.

(2) The Contractor may initiate phase-in activities immediately after award; but shall not interfere with incumbent contractor's work. Temporary office space and telephone will be provided by the Government during the phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the SOW. It is understood that during phase-in, the predecessor contractor will be performing the work described in the SOW.

(3) **On November 23, 2013, the Contractor shall assume full responsibility for the effort described in the SOW.**

(4) During phase-in the Contractor shall:

(i) Participate in meetings with the predecessor contractor to identify and discuss problems or areas requiring attention during the phase-in period; and

(ii) Perform all activities described in the Contractor's phase-in plan submitted with its proposal and all activities necessary to ensure effective transfer of all effort from the predecessor Contractor and ensure readiness to assume full contract performance. As part of the phase-in activities, the Contractor shall provide the following:

- A) Final Safety and Health Plan (in accordance with NFS 1852.223-73);
- B) Badged Employee and Remote IT User Listing;
- C) Position Risk Designation for Non-NASA employees; and
- D) Qualified staff available, badged (in accordance with the Personal Identity Verification (PIV) Procedures provided in Attachment D), and ready to assume performance.

(b) Contractor phase-out:

(1) Prior to contract completion, a successor Contractor may be selected to perform the work requirements covered by the SOW. The Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the SOW by a successor Contractor. The incumbent contractor shall remain responsible for the effort covered by the SOW during phase-out activities.

(2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 90 calendar days in accordance with FAR Clause 52.237-3, Continuity of Services.

#### **PERIOD OF PERFORMANCE**

The period of performance of this contract is:

ESTIMATED Phase-In Period	October 23, 2013 - November 22, 2013
Contract Year 1, Base	November 23, 2013 - November 22, 2014
Contract Year 2, Option 1	November 23, 2014 - November 22, 2015
Contract Year 3, Option 2	November 23, 2015 - November 22, 2016
Contract Year 4, Option 3	November 23, 2016 - November 22, 2017
Contract Year 5, Option 4	November 23, 2017 - November 22, 2018

#### **PLACE OF PERFORMANCE - SERVICES**

The services to be performed under this contract shall be performed at the Government's site, the National Aeronautics and Space Administration (NASA), **John C. Stennis Space Center (SSC)**, located at Stennis Space Center, MS 39529-6000, or other locations as designated by the Contracting Officer.

**INVOICES**

The Contractor shall submit invoices to the following address:

NASA Shared Services Center (NSSC)  
 Financial Management Division (FMD) – Accounts Payable  
 Bldg 1111, C. Road  
 Stennis Space Center, MS 39529  
 Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)  
 Fax: 866-209-5415

**PRICING SCHEDULE**

Complete the rate tables below on pages 6-11 as well as Attachment C – Fully Loaded Labor Rates. The rates identified in Attachment C must be the same as established in the CLIN rates below.

<b>CLIN</b>				
001	<b>90 Day Phase-In period &amp; 90 Day Phase-Out period</b>	<b>TOTAL</b>		\$

<b>CLIN</b>	<b>Base Year</b>	<b>Organization</b>	<b>Occupational Category</b>	<b>Number of hours (If more than one WYE is utilized in a category, insure hours capture all WYEs)</b>	<b>Fully burdened (included profit) Monthly Rate capturing all WYE hours in a category</b>	<b>Fully burdened (includes profit) Annual Rate capturing all WYE in a category</b>
101		Center Operations	Administrative Assistant		\$	\$
		Center Operations	Administrative Assistant		\$	\$
		Safety & Mission Assurance	Secretary III		\$	\$
		Office of Human Capital	Personnel Assistant III		\$	\$
		Office of External Affairs	Administrative Assistant		\$	\$
		Office of Procurement	Administrative Assistant		\$	\$
		ODEO	Administrative Assistant		\$	\$
		<b>Total</b>			\$	\$
102		Office of the Chief Engineer	Secretary III		\$	\$
		Engineering & Test Directorate	Administrative Assistant		\$	\$
		Project Directorate	Administrative Assistant		\$	\$
		Project/NESC	Administrative Assistant		\$	\$
	<b>Total</b>			\$	\$	
103		Demand Work To-Be Determined & Priced at amounts equal to or less than established rates in Attachment C	Not-to-Exceed		\$	\$ 25,000.00
		<b>Total</b>			\$	\$ 25,000.00
	<b>Base Year</b>		<b>Total</b>		\$	\$

<b>Option Year 1</b>					
<u>CLIN</u>	<u>Organization</u>	<u>Occupational Category</u>	<u>Number of hours (If more than one WYE is utilized in a category, insure hours capture all WYEs)</u>	<u>Fully burdened (included profit) Monthly Rate capturing all WYE hours in a category</u>	<u>Fully burdened (includes profit) Annual Rate capturing all WYE in a category</u>
201	Center Operations	Administrative Assistant		\$	\$
	Center Operations	Administrative Assistant		\$	\$
	Safety & Mission Assurance	Secretary III		\$	\$
	Office of Human Capital	Personnel Assistant III		\$	\$
	Office of External Affairs	Administrative Assistant		\$	\$
	Office of Procurement	Administrative Assistant		\$	\$
	ODEO	Administrative Assistant		\$	\$
	<b>Total</b>			\$	\$
202	Office of the Chief Engineer	Secretary III		\$	\$
	Engineering & Test Directorate	Administrative Assistant		\$	\$
	Project Directorate	Administrative Assistant		\$	\$
	Project/NESC	Administrative Assistant		\$	\$
	<b>Total</b>			\$	\$
203	Demand Work To-Be Determined & Priced at amounts equal to or less than established rates in Attachment C	Not-to-Exceed			\$ 25,000.00
	<b>Total</b>				\$ 25,000.00
	Option Year 1	<b>Total</b>		\$	\$

<b>Option Year 2</b>					
<u>CLIN</u>	<u>Organization</u>	<u>Occupational Category</u>	<u>Number of hours (If more than one WYE is utilized in a category, insure hours capture all WYEs)</u>	<u>Fully burdened (included profit) Monthly Rate capturing all WYE hours in a category</u>	<u>Fully burdened (includes profit) Annual Rate capturing all WYE in a category</u>
301	Center Operations	Administrative Assistant		\$	\$
	Center Operations	Administrative Assistant		\$	\$
	Safety & Mission Assurance	Secretary III		\$	\$
	Office of Human Capital	Personnel Assistant III		\$	\$
	Office of External Affairs	Administrative Assistant		\$	\$
	Office of Procurement	Administrative Assistant		\$	\$
	ODEO	Administrative Assistant		\$	\$
	<b>Total</b>			\$	\$
302	Office of the Chief Engineer	Secretary III		\$	\$
	Engineering & Test Directorate	Administrative Assistant		\$	\$
	Project Directorate	Administrative Assistant		\$	\$
	Project/NESC	Administrative Assistant		\$	\$
	<b>Total</b>			\$	\$
303	Demand Work To-Be Determined & Priced at amounts equal to or less than established rates in Attachment C	Not-to-Exceed			\$ 25,000.00
	<b>Total</b>				\$ 25,000.00
	<b>Option Year 2</b>	<b>Total</b>		\$	\$

<b>Option Year 3</b>					
<u>CLIN</u>	<u>Organization</u>	<u>Occupational Category</u>	<u>Number of hours (If more than one WYE is utilized in a category, insure hours capture all WYEs)</u>	<u>Fully burdened (included profit) Monthly Rate capturing all WYE hours in a category</u>	<u>Fully burdened (includes profit) Annual Rate capturing all WYE in a category</u>
401	Center Operations	Administrative Assistant		\$	\$
	Center Operations	Administrative Assistant		\$	\$
	Safety & Mission Assurance	Secretary III		\$	\$
	Office of Human Capital	Personnel Assistant III		\$	\$
	Office of External Affairs	Administrative Assistant		\$	\$
	Office of Procurement	Administrative Assistant		\$	\$
	ODEO	Administrative Assistant		\$	\$
	<b>Total</b>			\$	\$
402	Office of the Chief Engineer	Secretary III		\$	\$
	Engineering & Test Directorate	Administrative Assistant		\$	\$
	Project Directorate	Administrative Assistant		\$	\$
	Project/NESC	Administrative Assistant		\$	\$
	<b>Total</b>			\$	\$
403	Demand Work To-Be Determined & Priced at amounts equal to or less than established rates in Attachment C	Not-to-Exceed		\$	\$ 25,000.00
	<b>Total</b>			\$	\$ 25,000.00
	<b>Option Year 3</b>	<b>Total</b>		\$	\$

<b>Option Year 4</b>					
<u>CLIN</u>	<u>Organization</u>	<u>Occupational Category</u>	<u>Number of hours (If more than one WYE is utilized in a category, insure hours capture all WYEs)</u>	<u>Fully burdened (included profit) Monthly Rate capturing all WYE hours in a category</u>	<u>Fully burdened (includes profit) Annual Rate capturing all WYE in a category</u>
501	Center Operations	Administrative Assistant		\$	\$
	Center Operations	Administrative Assistant		\$	\$
	Safety & Mission Assurance	Secretary III		\$	\$
	Office of Human Capital	Personnel Assistant III		\$	\$
	Office of External Affairs	Administrative Assistant		\$	\$
	Office of Procurement	Administrative Assistant		\$	\$
	ODEO	Administrative Assistant		\$	\$
	<b>Total</b>			\$	\$
502	Office of the Chief Engineer	Secretary III		\$	\$
	Engineering & Test Directorate	Administrative Assistant		\$	\$
	Project Directorate	Administrative Assistant		\$	\$
	Project/NESC	Administrative Assistant		\$	\$
	<b>Total</b>			\$	\$
503	Demand Work To-Be Determined & Priced at amounts equal to or less than established rates in Attachment C	Not-to-Exceed			\$ 25,000.00
	<b>Total</b>				\$ 25,000.00
	<b>Option Year 4</b>	<b>Total</b>		\$	\$

<u>CLIN</u>	Option to Extend Services under FAR 52.217-8				
600	The proposed price shall be priced at 6 month total	<b>Total</b>			\$

**Total Contract Phase-In/Out, Base Year & All Options to include Option to Extend Services (FAR 52.217-8) \$ \_\_\_\_\_**

Additional Service Contract Act labor categories are identified in Attachment C to establish other occupational categories as they may be used for demand work. The demand work amount is yet to be determined but historically has been minimal, therefore a not-to-exceed amount of \$25,000.00 is set for each year.

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

The following paragraphs (A-D) are incorporated as addendum to 52.212-4:

**(A) Handling of Sensitive Data**

- (1) It is anticipated that in the performance of this contract, the Contractor may have access to and use of NASA's sensitive internal budget, accounting, or financial data. The Contractor agrees to

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as this data remains proprietary or confidential, the Contractor shall protect this data from unauthorized use and disclosure and agrees not to use it to compete with those other companies.

(3) All employees assigned under this contract shall submit a signed Non-Disclosure Agreement.

(4) The Contractor's Conflict of Interest Avoidance Plan shall be incorporated into the resultant contract.

**(B) Voluntary Protection Program**

SSC Contractors shall support NASA in the requirements of the Occupational Safety & Health Administration (OSHA) Voluntary Protection Program specified in CSP 03-01-003, Voluntary Protection Programs (VPP): Policies and Procedures Manual.

**(C) NASA Records Management**

The contractor shall create, maintain, preserve, and dispose of NASA records in accordance with NASA Procedural Requirement (NPR) 1441.1D "NASA Records Retention Schedules." NASA Procedural Requirements can be accessed through the NASA Online Directives Information System (NODIS) Library at <http://nodis3.gsfc.nasa.gov/>.

**(D) Register of Wage Determination Under the Service Contract Act**

FAR Clause 52.222-41, Service Contract Act of 1965, as amended, shall apply to this contract. The Contractor and Subcontractor(s) (if applicable) will be required to compensate the employees engaged in performance of this contract at wage rates (including fringe benefits) at least equal to the rates prescribed in the attached Department of Labor, SCA Wage Determination (See Attachment A-1).

**(E) Motor Vehicle Management**

(a) Acquisition of Motor Vehicles: The Contractor shall operate and manage motor vehicles as necessary to support the performance of the contract. Such needed vehicles are to be operated in the manner most efficient and economical to the Government. If deemed necessary, additional vehicles may be obtained from the GSA Interagency Fleet Management System and/or from commercial sources subject to approval and authorization by the SSC Transportation Officer. When the acquisition of commercially leased vehicles is deemed appropriate, such acquisition shall be authorized by the SSC Transportation Officer and approved in advance by the Contracting Officer.

The Contractor shall assure that all operators of Government-owned vehicles possess valid state licenses. The Contractor will furnish the SSC Transportation Officer and Contracting Officer a copy of their third party automobile liability insurance policy, as defined in NFS 1852.228-75 entitled "Minimum Insurance Coverage," covering any and all Government-owned or commercially leased vehicles.

(End of Clause)

**CLAUSES INCORPORATED BY REFERENCE**

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

Reference, of this contract.

**52.202-1 Definitions (Jan 2012)**

**52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)**

**52.204-7 Central Contractor Registration (DEC 2012)**

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

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)**

**52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012)**

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

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding

information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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

(End of clause)

**52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)**

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

**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)).

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

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

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

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

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

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

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (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).

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

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

X (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))

X (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)
- (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).
- X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (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)
- X (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).

[ ] (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).

X(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).

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

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

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

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

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

X(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.).

X(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.).

X(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)

**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 30 days.

(End of clause)

**52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least *60 days* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

**52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990) (DEVIATION)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a signatory to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

**U. S. Small Business Administration  
Mississippi District Office  
210 E. Capitol Street, Suite 900  
Jackson, Mississippi 39201**

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees --

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

**52.219-17 Section 8(a) Award (Dec 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the NASA SSC the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NASA SSC Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NASA SSC.

(End of Clause)

#### **52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (JUN 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) "Agreement." A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition

procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The Contractor will notify the NASA John C. Stennis Space Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)**

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

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

Employee Class		
<b>Department of Labor (DOL)</b>		
<b>Labor Classification</b>	<b>Monetary Wage</b>	<b>Fringe Benefits</b>
General Clerk I - (GS-3)	11.95	3.60
General Clerk II - (GS-4)	13.41	4.04
General Clerk III - (GS-5)	15.00	4.52
Personnel Assistant (Employment) I - (GS-4)	13.41	4.04
Personnel Assistant (Employment) II - (GS-5)	15.00	4.52
Personnel Assistant (Employment) III - (GS-6)	16.73	5.04
Secretary I - (GS-4)	13.41	4.04
Secretary II - (GS-5)	15.00	4.52
Secretary III - (GS-6)	16.73	5.04
Administrative Assistant (GS-6)	16.73	5.04

Positions will not exceed the GS-6 hourly range of \$16.73 - \$21.74 per hour.

(End of clause)

**52.223-5 Pollution Prevention and Right-to-Know Information, Alternate II (May 2011)**

**52.223-10 Waste Reduction Program (May 2011)**

**52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008)**

**52.224-1 Privacy Act Notification (Apr 1984)**

**52.224-2 Privacy Act (Apr 1984)**

**52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (DEC 2012)**

**52.228-5 Insurance—Work on a Government Installation (Jan 1997)**

**52.229-3 Federal, State and Local Taxes (Feb 2013)**

**52.233-1 Disputes (Jul 2002)**

**52.237-2 Protection of Government Buildings, Equipment and Vegetation (Apr 1984)**

**52.237-3 Continuity of Services (Jan 1991)**

**52.245-1 Government Property (Apr 2012)**

**52.245-9 Use and Charges (Apr 2012)**

**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)

**1852.204-76 Security Requirements for Unclassified Information Technology Resources (Jan 2011)**

**1852.208-81 Restrictions on Printing and Duplicating (Nov 2004)**

**1852.223-75 Major Breach of Safety or Security (Feb 2002) Alternate I (Feb 2006)**

**1852.225-70 Export Licenses (Feb 2000)**

**1852.228-75 Minimum Insurance Coverage (Oct 1988)**

**1852.237-72 Emergency Evacuation Procedures (Dec 1988)**

**1852.209-71 Limitation of Future Contracting (Dec 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of these conflicts include:

(1) An unfair competitive advantage; and

(2) The existence of conflicting roles that might bias the Contractor's judgment.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(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](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)

#### **1852.219-76 NASA 8 Percent Goal (JUL 1997)**

(a) Definitions.

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

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

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at

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

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

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

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

(End of clause)

**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)

**1852.237-72 Access to Sensitive Information (JUN 2005)**

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

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

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

- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
- (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
- (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
- (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

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

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

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

(End of clause)

#### **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)

**1852.242-72 Observance of Legal Holidays (AUG 1992)  
ALTERNATE I (SEP 1989) AND ALTERNATE II (OCT 2000)**

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

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

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

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

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

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

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

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

(End of Clause)

**1852.245-71 Installation-accountable Government property (JAN 2011)**

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

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual; NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;  
NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;  
NASA Procedural Requirements (NPR) 4000 series are currently being update. The contractor is responsible for following and complying with any updates to the NPRs once they are effective.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

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

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

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

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

(c) The following property and services are provided:

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

(2) Office furniture.

(3) Property listed in

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

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: Duplicating and copying; library, Official Mail Services, general use printers and digital postage meter.

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

**1852.245-75 Property management changes (JAN 2011)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change -

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(End of clause)

**1852.245-76 List of Government property furnished pursuant to FAR 52.245-1 (JAN 2011)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment (not applicable) of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract NASA John C. Stennis Space Center and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

**1852.245-82 Occupancy management requirements (JAN 2011)**

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

**1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (JUNE 2013) (DEVIATION)**

(a) Definitions -

"Acquire" means procure with appropriated funds by and for the use of NASA through purchase or lease.

"Entity owned, directed or subsidized by the People's Republic of China" means any organization incorporated under the laws of the People's Republic of China.

"Information Technology (IT) System" means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include-

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or

(iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L. 113-6), requires NASA's Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People's Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including-

- (1) A brief description of the item(s); and
- (2) Vendor/manufacturer's company name and address;

(d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

#### **52.212-5 ATTACHMENT**

#### **LIST OF ATTACHMENTS**

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

#### Attachment A – STATEMENT OF WORK

Attachment A-1 -- SERVICE CONTRACT ACT WAGE DETERMINATION

Attachment A-2 -- ACSS CONTRACT PERFORMANCE REQUIREMENTS SUMMARY

Attachment A-3 -- PAST PERFORMANCE EVALUATION

#### Attachment B – DOL OCCUPATIONAL CODES & JOB DESCRIPTIONS

#### Attachment C – PRICING SCHEDULE

Attachment C-1 EXAMPLE FORMAT FOR EACH CLIN

Attachment C-2 EXAMPLE FORMAT COST BREAKOUT

#### Attachment D – PIV CARD ISSUANCE

#### Attachment E - PAST PERFORMANCE FORM

(End of Clause)

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

The Pricing Schedule in Attachment C shall be completed by the offeror. Offerors shall propose hourly rates (regular rates and overtime rates) for each labor category to be charged for each line item for each contract year and propose phase-in costs. These rates shall be fixed over the life of the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. Current Department of Labor (DOL) labor rates shall be incorporated into the contract by modification each year. DOL Job Descriptions for each labor category are provided in Attachment B.

Offerors are required to submit **(3) original signed copies** of the Standard Form (SF) 1449 with completed Cost and Pricing information (pages 6-10 and attachments C, C-1 and C-2 (C-1 and C-2 are provided as examples, at a minimum the breakdown should include the detail provided)). Offerors are also required to electronically provide Representations and Certifications via the BPN website at <http://orca.bpn.gov> prior to

submitting your offer. Offerors shall include the offeror's facsimile number and e-mail address(es). **In addition, the following information must also be submitted with your offer:**

- (a) Acknowledgment of all amendments.
- (b) Phase-In and Phase-Out Plan (See page 5 of this RFP). Page limit, no more than 10 pages.
- (c) Information regarding offeror's Relevant Experience, which shows the offeror's experience and accomplishment of work that is related to the technical requirements defined in the SOW of this RFP, and is of similar scope, size, and complexity. Information should include: contract number, contract title, company name, company point of contact (address, telephone, email) and contract period of performance.
- (d) Completed Past Performance Form (See Attachment E): The Offeror shall provide information on relevant past contracts, not to exceed the past three (3) years, preferably with the Government, listing contract number, contract value, agency name and point of contact (including address, telephone and fax numbers, and e-mail address, if available), what the contract was for, and status of the contract (current, terminated (if so, why), successfully completed). Offerors with no previous Government contracts shall so state.
- (e) Safety and Health Plan (in accordance with NFS 1852.223-73). See pages 39-40 of this RFP.
- (f) Management Plan. The offeror shall submit with the proposal a Management Plan to include, but not limited to, the following:
  - (1) How the Contractor intends to verify that each Contractor employee is knowledgeable and proficient and remains proficient in Microsoft Office Products, including Word, Excel, Power Point and Outlook.
  - (2) How the Contractor plans to provide coverage and backfilling for vacancies and absences.
  - (3) How the Contractor will phase in new employees after the contract period of performance begins, in the event that a new employee is replacing a current Contractor employee. It is desired that the Contractor employee leaving or terminating provide at least one day of phase-in training to the new employee.
  - (4) Contractor's philosophy of customer service.
  - (5) Contractor's work practices on managing in a highly technical, challenging and dynamic professional multitasking environment.

**(g) The offeror shall submit with the proposal an Organizational Conflicts of Interest (OCI) Avoidance Plan.**

The OCI Avoidance Plan will demonstrate to the Government that the Contractor will mitigate organizational conflicts of interest and ensure that the Contractor provides unbiased, impartial advice and adequately protects sensitive data. The OCI Avoidance Plan will also demonstrate that no organizational conflict of interest exists or that any such potential conflicts have been adequately avoided or mitigated, especially when using subject matter experts or technical experts connected to any prime contractor or subcontractor performing or planning to propose on design, development, and/or delivery of space flight hardware, software, mission integration services or other critical systems related to SSC. The offeror should not assume that Government performance of a contracted task is a form of mitigation. The OCI Avoidance Plan shall include the following:

- (1) Organizational conflicts of interest pertaining to impaired objectivity shall be addressed as follows:

- (i) Describe the nature of the conflict including any business relationships that might create a conflict with the performance of the SOW.
  - (ii) Describe the plan for avoiding, neutralizing, or mitigating the conflict, including the following with regard to subject matter experts/technical experts if applicable:
    - (A) The management reporting chains between this contract and the work performed by the subject matter experts/technical experts for the conflicting business relationship are separated from each other.
    - (B) The subject matter experts/technical experts, when performing under this contract, are physically separated from the portion of the company performing the work for the conflicting business relationships.
    - (C) Each subject matter expert/technical expert performing under this contract signs an express, binding, written agreement setting forth all responsibilities and duties to avoid organizational conflicts of interest and to protect sensitive data provided under this order.
    - (D) Techniques are in place to ensure that the Contractor shall not favor the conflicting business relationships and will avoid the appearance of conflicts of interest.
- (2) With regard to access to nonpublic information, the OCI Avoidance Plan shall contain a plan to safeguard all proprietary/sensitive data the Contractor (including all employees and subject matter experts/technical experts) receives. This plan shall include:
- (i) A provision that the contractor shall not disclose or improperly use the proprietary/sensitive data received or accessed under this contract.
  - (ii) A provision that information, whether in hard copy or on electronic media, shall be marked, handled, stored, and destroyed in order to preclude an unauthorized disclosure of information.
  - (iii) A provision that information technology shall be protected to prevent unauthorized disclosure of information.
  - (iv) A provision that employees performing the effort must sign an express, binding, written agreement clearly agreeing to protect sensitive data.
  - (v) A requirement that subcontractors have appropriate OCI avoidance procedures in place for the use of subject matter experts.
  - (vi) A requirement for periodic self-audits, the results of which shall be made available to the Government.
  - (vii) Initial and periodic refresher OCI training for the contractor employees/experts working on this contract.
  - (viii) A description of organizational and employee sanctions for violation of the OCI order clause or OCI Avoidance Plan provisions.
  - (ix) Provisions on record keeping requirements regarding OCI (e.g., training, written agreements). The contractor shall make these records available to and cooperate with any neutral third party the Government assigns to review adherence to their OCI mitigation plan.
  - (x) A provision requiring the Contractor to report any real, apparent, or potential conflict of interest that may arise to the Contracting Officer.

(xi) A provision requiring the contractor to update the OCI Avoidance Plan upon occurrence of any event that will cause a change to the plan.

(End of Provision)

**52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation (MAY 2011)**

**52.212-2 Evaluation - Commercial Items (JAN 1999)**

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
  - (i) **Management Approach:** Management approach will require the contractor to provide a Phase-In Plan, Management Plan, Safety Plan and Organizational Conflicts of Interest (OCI) Avoidance Plan. Based on the information provided, the evaluation team will assign one of the following risk ratings to the overall management approach.

<b>RATING</b>	<b>DEFINITION</b>	<b>STANDARD</b>
Low Risk	The management approach submitted by the offeror leaves little doubt that the proposed approach will be highly effective throughout the life of the contract.	Provided the requested information in the proposal, that reflects an excellent management approach with a clear understanding of the work to be performed and the ability to provide uninterrupted high-quality work.
Moderate Risk	The Management approach submitted by the offeror leaves some doubt that the proposed approach will be effective throughout the life of the contract.	Provided the requested information in the proposal. The information provided reflects a management approach which lacks detail and only shows a general understanding of the work to be performed and the ability to provide uninterrupted quality work.
High Risk	The Management approach submitted by the offeror leaves some doubt that the proposed approach will be effective throughout the life of the contract.	Not all requested information was provided in the proposal or the information that was provided did not reflect an acceptable management approach demonstrating a lack of understanding of the work to be performed. This approach could result in interruption of service or a lower-quality work.

- (ii) **Relevant Experience:** Relevant experience is the accomplishment of work that is comparable or related to the technical work required by this solicitation, and is of similar scope, size and complexity. Based on information provided, the evaluation team will assign one of the following risk ratings for the relevant experience characteristic:

<b>RATING</b>	<b>DEFINITION</b>	<b>STANDARD</b>
Low Risk	Little doubt exists, based on the offeror's experience; that the offeror can satisfactory perform this kind of work.	Extensive experience in projects of similar size, scope, complexity.

Moderate Risk	Some doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Limited experience in projects of similar size and scope or extensive experience as the primary subcontractor for projects similar in size and scope.
High Risk	Significant doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work.	Very little experience in projects of this kind.

- (iii) **Past Performance:** An assessment of past performance will be performed. NASA will utilize the information submitted in response to this solicitation, including any additional sources of information available to it. The assessment will address an offeror's past performance including the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the contractor's record of integrity and business ethics to include security and IT security, and generally, the contractor's business-like concern for the interest of the customer.

Past performance information will be used to assess the extent to which contract objectives have been achieved on related projects.

For newly formed businesses having little or no company experience, the past performance of a predecessor firm, the company's principal owner(s) or corporate officer(s) may be considered. Offerors with no relevant past or present performance history or whose record is so limited that no confidence assessment rating can be reasonably assigned shall receive the rating of "Neutral", meaning the rating is treated as neither favorable nor unfavorable.

The Government will accomplish the past performance evaluation, assigning an overall Performance Confidence Assessment rating to the offeror's proposal as follows:

<b><i>Very High Level of Confidence</i></b>	The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)
<b><i>High Level of Confidence</i></b>	The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outweigh any weakness.)
<b><i>Moderate Level of Confidence</i></b>	The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. ** (There may be strengths or weaknesses or both.)

<i>Low Level of Confidence</i>	The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)
<i>Very Low Level of Confidence</i>	The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)
<i>Neutral</i>	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(ii) and (iv)). ** (At the Installations' discretion, strengths and weaknesses may be assigned.)

- (iv) **Price:** Evaluation will consist of the evaluation of the total price of the basic and all options to extend contract period under FAR 52.217-9 including the option to extend services under FAR 52.217-8. The Government will evaluate offeror's proposed price including all options for completeness, reasonableness, and realism. In addition, each classification of worker's loaded hourly rate shall be evaluated through examination of the major cost elements comprising the loaded hourly rate e.g. labor, overhead, subcontracts, other direct costs and indirect costs, profit, etc.

**Realism:** The Government may determine that a proposal is unacceptable if the prices or rates proposed are materially unbalanced between contract line items loaded hourly rate for identified organizations and "to be determined (TBD) contract line item loaded hourly rate. In addition, the Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses unacceptable risk to the government.

**Completeness:** The proposal covers all requirements in the Performance Work Statement, includes all pricing information required by the solicitation, and the Pricing Schedule is completed as required. It must be easily determined and the proposal must clearly display the intended unit price and extended calculations and an understanding of how the loaded hourly rates were arrived at for each scheduled item.

**Reasonableness:** Prices shall be examined in comparison with the proposed prices received in response to the solicitation; estimates, prior prices paid, and can be supported by suitable estimating techniques. The proposed cost and/or prices for the work requested must reasonably reflect an understanding of effort and skills required consistent with the current market. This analysis may include a review of actual rates being paid for similar work by industry, under other Government contracts and rates being paid for comparable civil service employees.

**Management Approach, Relevant Experience and Past Performance**, when combined, are significantly more important than **Price**.

- (b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

#### **52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that --

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

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

#### **52.232-18 Availability of Funds (APR 1984)**

#### **52.232-38 Submission of Electronic Funds Transfer Information with Offer (MAY 1999)**

#### **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.hq.nasa.gov/office/procurement/regs/nfstocA.htm>

(End of provision)

#### **52.237-1 Site Visit (Apr 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

**1852.215-77 Preproposal/Pre-bid Conference (DEC1988)**

(a) A pre-proposal conference/job-walk will be held as indicated below:

Date: **Tuesday, August 8, 2013**

Time: **1:00 PM Central Time**

Location:

NASA Stennis Space Center

Roy S. Estess Building

**Logtown Conference Room # 11161**

Other:

Contractor must contact NASA Office of Procurement, Sarah Maine or Beth Bradley for access to the facility. Please allow no more than two (2) participants from each company to attend. Participants must check-in for a visitors badge at the South Reception Gate.

(b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(End of provision)

**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.

(5) SSC Contractors shall support and work towards the requirements of the Occupational Safety & Health Administration (OSHA) Voluntary Protection Program specified in CSP 03-01-003, Voluntary Protection Programs (VPP): Policies and Procedures Manual.

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

(End of provision)

**1852.245-80 Government property management information (JAN 2011)**

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times: Schedule to be determined during phase-in.

(End of provision)

**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: Sarah Maine

FAX: 228-688-1411

Email: [sarah.m.maine@nasa.gov](mailto:sarah.m.maine@nasa.gov)

Address: NASA/Stennis Space Center  
Roy S. Estess Building  
Room 257 F  
Stennis Space Center, MS 39529

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

(b) Questions or comments should be submitted by Thursday, August 12, 2013 @ 3:30 PM Central Time, to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

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

(End of provision)

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS****52.212-3 Offeror Representations and Certifications-Commercial Items (DEC 2012) -- Alternate I (NOV 2011)**

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

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

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

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

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

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

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the

criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

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

"Sensitive technology"--

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

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

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

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

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

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

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

- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *General.* The offeror represents that either-

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

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

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

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

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have

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

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

\_\_\_ Black American.

\_\_\_ Hispanic American.

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

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

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

\_\_\_ Individual concern, other than one of the preceding.

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
(List as necessary)	

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

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

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

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

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

Line Item No.	Country of Origin
(List as necessary)	

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

Other Foreign End Products

Line Item No. Country of Origin

(List as necessary)

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

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

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

Canadian End Products:

Line Item No. Country of Origin

(List as necessary)

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

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

Canadian or Israeli End Products:

Line Item No. Country of Origin

(List as necessary)

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

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

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

Line Item No. Country of Origin

(List as necessary)

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

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

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

Other End Products:

Line Item No.                      Country of Origin

\_\_\_\_\_ (List as necessary)

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

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

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

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

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

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

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

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

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

where enforced collection action is precluded.

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

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

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

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

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

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
[ ]	[ ]

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

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

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

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

(1) \_\_\_ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) \_\_\_ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.*

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

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

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

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

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

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

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

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

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

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the

offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

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

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations- (1) Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

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

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of provision)