

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE	PAGE OF PAGES 1 32
---	--	--	-----------------------

1. REQUEST NO. NNA14508739Q-AMH-Q	2. DATE ISSUED 05/15/2014	3. REQUISITION/PURCHASE REQUEST NO. 4200508739Q	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
--------------------------------------	------------------------------	--	--	--------

5a. ISSUED BY NASA AMES RESEARCH CENTER, CODE JAZ, MOFFETT FIELD, CA 94035	6. DELIVER BY (Date) 90 days ARO
---	-------------------------------------

5b. FOR INFORMATION CALL (NO COLLECT CALLS)	
---	--

NAME	TELEPHONE NUMBER	7. DELIVERY
		<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)

email Robin.L.Wong@nasa.gov	AREA CODE	NUMBER	9. DESTINATION
-----------------------------	-----------	--------	----------------

8. TO:		a. NAME OF CONSIGNEE
		NASA AMES RESEARCH CENTER

a. NAME	b. COMPANY	b. STREET ADDRESS
		ATTN: R. OLIVARES, BLD N240 RM 135

c. STREET ADDRESS		c. CITY
		MOFFETT FIELD

d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE
			CA	94035

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 05/22/2014	IMPORTANT: This is a request for information and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.
---	--

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/ SERVICES (b)	QUANTITIES (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	ANIMAL ACCESS UNIT (AAU) Contractor to provide all labor, material, equipment, supervision, inspection, and transportation to accomplish the work as per statement of work, specifications, and drawings. Continued on next pages. OFFEROR DUNS# _____ OFFEROR TIN# _____ This RFQ is 100% set aside for small businesses NAICS is 332721, Size Standard is 500 employees Offers must be received by 3PM on 22 May 2014 See instructions in Solicitation Highlights and Instructions document, attached.	1	LT		0.00

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. NAME (Type or print)		AREA CODE
d. CITY			e. STATE		f. ZIP CODE
			c. TITLE (Type or print)		NUMBER

**PART I – SECTION A – THE SCHEDULE
TABLE OF CONTENTS**

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS 4

B.1 FIRM FIXED PRICE (NASA 1852.216-78) (DEC 1988) 4

B.2 SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997) 4

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK..... 5

SECTION D - PACKAGING AND MARKING 9

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE 9

SECTION E – INSPECTION AND ACCEPTANCE..... 10

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE 10

E.2 HIGHER-LEVEL CONTRACT REQUIREMENT (FAR 52.246-11)(FEB 1999) 10

SECTION F - DELIVERIES OR PERFORMANCE..... 12

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE 12

F.2 DELIVERY SCHEDULE..... 12

F.3 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997) 12

F.4 PERIOD OF PERFORMANCE 12

SECTION G - CONTRACT ADMINISTRATION DATA..... 14

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE 14

G.2 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993) 14

G.3 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008) (MODIFIED JAN 2012) 15

**G.4 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1
(NFS 1852.245-76) (JAN 2011)..... 15**

SECTION H - SPECIAL CONTRACT REQUIREMENTS 17

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE 17

**H.2 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-
98) (OCT 2004)..... 17**

H.3 INCORPORATION OF THE CONTRACTOR’S QUOTATION..... 17

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE 18

I.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)..... 18

**I.3 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN
COMMERCIAL ITEMS) (FAR 52.213-4) (JAN 2014)..... 19**

I.4 OMBUDSMAN (NFS 1852.215-84) (NOV 2011)..... 22

**I.5 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-
28) (APR 2009) 23**

**I.6 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71) (FEB
2012)24**

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS 26

J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) 26

(FEB 1997) 26

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS..... 25

K.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE 27

K. 2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—OTHER THAN COMMERCIAL ITEMS (NFS 1852.213-70) (JUL 2004) 27

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 FIRM FIXED PRICE (NASA 1852.216-78) (DEC 1988)

The total firm fixed price of this contract is \$ _____TBD

(End of Clause)

B.2 SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997)

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement set forth in Section C.

- a) This is a Firm-Fixed-Price contract. The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Section C.

Item No.	Description	Quantity/Unit	Price
01	Animal Access Unit Hardware, as specified in Section C	1/EA	<u> </u> <i>(Offeror to fill in)</i>

[End of Section]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Statement of Work entitled: RR-2 Animal Access Unit (AAU) Hardware Build

Background

NASA Ames Research Center has a requirement for the fabrication and assembly of one (1) Animal Access Unit (AAU). The AAU is part of the Rodent Research Hardware System which provides a research platform aboard the International Space Station for long-duration rodent experiments in space.

Requirements (as Specified on the Baselined Drawing)

1) Specifications

The requirements for these parts are as follows:

- (a) The parts listed here shall be manufactured from Certified Material Stock, primarily 6061 T6/T651 and Polycarbonate 9034 per the Baselined drawings Bill of Material (BOM) and per drawing specifications.
- (b) All material purchased for machining / fabrication purposes shall be per the Drawing BOM and shall be delivered with Certificate of Compliance (COCs) and Material Test Reports(MTRs).

As part of this procurement the Contractor shall provide certification and documentation that the individual piece parts have been manufactured per the Baselined Drawings, have passed 100% First Article Dimensional Inspection per Drawing Dimensions, Tolerances, and subsequent Critical Dimensional Inspection on the balance of the piece parts if required by the applicable Baselined Drawing Inspection Criteria.

2) Documentation

- a. Submittal of all documentation should be via email in pdf format and shall be sent to the COR.
- b. All certifications shall have traceability to the Purchase Order to which the material or hardware was procured.
- c. Packing slips from the Contractor for piece parts that are complete shall have traceability to the NASA Purchase Order, and shall include the Part Number, Drawing Revision and Quantity provided.
- d. Hardware Purchase Orders for Raw Material Stock and/or Fasteners shall have traceability on the Packing Slip from the source of procurement and shall include the Purchase Order Number, Part Number and Quantity Purchased.
- e. All procured items and outsourced processes shall have traceable COCs.
- f. All items with a shelf life shall include an expiration date with lot number.
- g. Process Certifications (i.e Anodize) shall have traceability on the Packing Slip and shall include the Purchase Order Number, Part Number, Drawing Process Specification callout (I.e. Anodize in Accordance With MIL-A-8625, Type II, Class I, Clear) and Quantity of Parts Processed.

3) Fabrication

- (a) *Material* – Only material called out in the BOM shall be used.
- (b) *Cleaning* – Only Approved Cleaning Fluids shall be as called out in the Drawing Notes.
- (c) *Processes* – All processes called out in the Drawing Notes shall apply (i.e. Plating, Riveting, Insert Installation, Part Mark and/or Bag and Tag)
- (d) *Fabricate and handle all 9034 Polycarbonate in accordance to attached NASA ADS-87-00-019.*

4) Inspection

- (a) All parts shall have 100% First Article Inspection Performed and Verified to the Drawing.
- (b) In the event of Out Of Tolerance (OOT) condition noted on the First Article Inspection Report, the NASA Customer shall be notified and no further fabrication shall take place on the OOT piece until the NASA Customer Representative gives Approval to Proceed.
- (c) Inspection reports of piece parts shall be forwarded on to NASA Ames for review throughout the manufacturing cycle.
- (d) **Secondary Inspections:**
The balance of the piece parts shall be inspected per the Individual Drawing Inspection Criteria which shall include only critical dimensions or No Additional Inspection Required.
- (e) A First Article Inspection Report is required to be performed by the supplier and shall be submitted to NASA ARC with the shipment to ensure compliance to the applicable drawings and specifications. This process shall be repeated when changes occur that invalidate the original results (e.g., engineering changes, manufacturing process changes, tooling changes). The first article item(s) shall be identified by the supplier and shall be accompanied by the First Article Inspection Report (FAIR). The First Article Inspection Report shall be formatted in accordance with AS9102.
- (f) For each subsequent production run, a 100% Inspection Report is required to be performed on a representative item and shall be submitted to NASA ARC with the shipment. NASA ARC drawings identify critical inspection parameters for all parts, sub-assemblies and assemblies that require dimensional inspection reporting. All components, including subcontracted components, will be dimensionally inspected and documented by a NASA QA inspector or the qualified supplier .
- (g) With each production order/PO the following shall be provided; legible and reproducible copies of relevant documents. Relevant documents for components include PO's, MTR's, material and process COC's, inspection reports, non-conformance reports (PRACA's), and test procedures(ATOP's). These documents shall include actual results identifiable by part number, lot number, serial number, specification and date code (as applicable). Reports must contain the test/inspection stamp of the individual performing and/or witnessing the test, or the signature and title of the authorized representative of the supplier.
- (h) Any changes that affect product requirements require approval from the respective NASA ARC POC prior to implementation. Changes are defined as changes in the manufacturing site, sub-tier suppliers, product configuration, materials, production processes, inspection/testing methods.
- (i) Suppliers shall document and maintain a quality system that is compliant to the requirements of ISO 9001:2008.
Inspection Criteria for fasteners used in Rodent Habitat 2 (RR2) (AAU, assemblies and sub-assemblies) hardware being assembled by sub-contracted suppliers.
- (j) All fasteners for the AAU are defined per NASA-STD-5019

- Per paragraph 4.1.1, as “Non-Fracture Critical”.
 - Per paragraph 4.1.1.2, as “Contained Parts “.
 - NASA-STD-6008 defines fastener control requirements for fasteners used in spaceflight hardware.
- (k) Specialty fasteners are identified in AAU drawing notes as requiring CoC’s only. Specialty fasteners such as non-mil spec fasteners (COTS) are allowable, provided they are specified by engineering, suitably inspected and are purchased from approved vendors.
- (l) For all fasteners a Visual Inspection will be performed on the entire lot at 1X magnification (unaided eye). Also, a sample of each lot shall be inspected at 10X magnification.
- (m) All Inspection Reports shall include:
- Tooling Control Numbers and Calibration Due Date
 - NASA PO Number
 - Part Number and Drawing Revision
 - Serial Numbers (if applicable)
 - Date Inspected
 - Units measured (inches vs. cm)
 - Measured Dimensions vs. Drawing dimensions
 - Pass / Fail Column
 - Inspector’s Signature / Stamp

5) Deliverables, Buy Off Criteria and Receipt of Completed Hardware

- (a) Upon completion of hardware fabrication, inspection, top level assembly per the provided Assembly procedure Document(Procedure to be used if required) and documentation/certification package per the NASA PO, the Contractor shall contact the NASA POC and arrange for a hardware and documentation Source Inspection .
- (b) Digital copies of complete data packages for each piece part and assembly, to include all COC’s, MTR’s , inspection reports and documentation. Conformance/non-conformance/corrective action records, as required.
- (c) NASA will send an appropriate QA representative to the Contractor’s facility to validate hardware and documentation conformance to the NASA PO.
- (d) After completion of the unit, a modified functional check per document #6199 Rev. A shall be performed with the NASA QA representative present.
- (e) Before the unit is shipped, Kapton backed shock sensors shall be applied to the unit in all three axis. The shipping container, Kapton tape and shock sensors shall be provided by NASA.
- (f) Delivery of fully assembled unit will be via Fedex Custom critical White Glove Service or equivalent.

6) Government Furnished Equipment (GFE)

- (a) B600 95A Polyurethane 8”X8”
- (b) B600 95A Polyurethane 14”X14”
- (c) Polyester Polyurethane 15”X15” P/N 8070
- (d) Stainless steel Wire #3458T23 Type 302 (Material for Part on drawing 102984 Wire 1X19 strand 1/16 Dia.)

- (e) Wire Sintered 2 piece min. (Material for part#102986-505)
- (f) Shipping Container
- (g) Screw, Self Locking Part# NAS1189E04P4J
- (h) Screw, Self Locking Part# NAS1189E04P5J
- (i) Screw, Self Locking Part# NAS1189E04P6J
- (j) Screw, Self Locking Part# NAS1189E04P7J
- (k) Kapton Tape
- (l) Shock Sensors

7) Scheduling

- (a) Project tag-ups will be held weekly to discuss schedule, issues or concerns and any relevant information. The tag up will be via telecom with NASA project Lead and Contractor project lead as well as supporting staff as needed.
- (b) Provide a schedule that details the different manufacturing and assembly tasks with durations to completion. Schedule shall be provided to COR within seven (7) days following award.
- (c) All work shall be completed within **90 calendar days** after contract award.

8) Delivery

Contractor shall coordinate delivery with NASA COR prior to shipment. See Section F of this contract.

[End of Section]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Notice: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference.		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NO.	DATE	TITLE
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION
1852.245-74	JAN 2011	IDENTIFICATION AND MARKING OF GOVERNMENT PROPERTY

(End of Clause)

[End of Section]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Notice: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.246-1	APR 1984	CONTRACTOR INSPECTION REQUIREMENTS
52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED-PRICE
52.246-7	AUG 1996	INSPECTION OF RESEARCH AND DEVELOPMENT - FIXED-PRICE

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

N/A		

(End of Clause)

E.2 HIGHER-LEVEL CONTRACT REQUIREMENT (FAR 52.246-11)(FEB 1999)

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

- **ISO 9001-2008**

(End of Clause)

E.3 Government Contract Quality Assurance Functions. (NFS 1852.246-71)(Oct 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Pursuant to SOW Section (5), Contractor shall contact the NASA POC and arrange a mutually-agreeable date for hardware and documentation Source Inspection

- NASA will send an appropriate QA representative to the Contractor’s facility to validate hardware and documentation conformance to the NASA PO.
- After completion of the unit, a modified functional check per document #6199 Rev. A shall be performed with the NASA QA representative present.

(End of Clause)

E.4 Material Inspection and Receiving Report. (NFS 1852.246-72) (Aug 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 5 copies, an original and 4 copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement [1846.6](#).

The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

[End of Section]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

Notice: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.211-8	APR 1984	TIME OF DELIVERY (ALT III)
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NO.	DATE	TITLE
None included by reference.		

(End of Clause)

F.2 DELIVERY SCHEDULE

- a. Unless specified otherwise below, all items shall be delivered to:
 NASA Ames Research Center
 Attn: Ricardo Olivares
 Bldg. N240, Room 135
 Moffett Field, CA 94035-0001
- b. The Contractor shall deliver the items required to be furnished by this contract within **90** **calendar days** after award.

(End of Clause)

F.3 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 calendar days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as it is deemed advisable.

(End of Clause)

F.4 PERIOD OF PERFORMANCE

NNA14508739Q-AMH-Q

The period of performance of this contract is 90 calendar days from date of award. Contract shall be completed within 90 calendar days from award.

(End of Clause)

[End of Section]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference.		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NO.	DATE	TITLE
None included by reference.		

(End of Clause)

G.2 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's

opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 calendar days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

G.3 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008) (MODIFIED JAN 2012)

(a) Invoices shall be prepared and submitted to the designated billing and payment office noted below in accordance with FAR 52.232-25 Prompt Payment clause:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)—Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415. A copy of the invoice shall be provided to the Contracting Officer.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(c) This Contract does does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule:

Payment will be made for separately priced items which have been received and accepted by NASA, and upon receipt of a payable invoice submitted in accordance with this clause.

(End of Clause)

G.4 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (NFS 1852.245-76) (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified in Section C, Statement of Work, Paragraph (6), 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 at the Contractor's facility 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)

[End of Section]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference.		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NO.	DATE	TITLE
1852.223-72	APR 2002	SAFETY AND HEALTH (SHORT FORM)

(End of Clause)

H.2 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA’s requirements.

(End of Clause)

H.3 INCORPORATION OF THE CONTRACTOR’S QUOTATION

The Contractor's quotation, including revision(s), submitted in response to solicitation NNA14508739Q-AMH-Q is hereby incorporated into the contract by reference.

(End of Clause)

[End of Section]

SECTION I - CONTRACT CLAUSES**I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.204-10	JUL 2013	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-3	SEPT 1989	FIRST ARTICLE APPROVAL—CONTRACTOR TESTING
52.209-10	MAY 2012	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.225-3	NOV 2012	BUY AMERICAN ACT- FREE TRADE AGREEMENTS- ISRAELI TRADE ACT—ALTERNATE II (MAR 2012)
52.243-1	AUG 1987	CHANGES - FIXED-PRICE
52.244-6	DEC 2013	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-9	APR 2012	USE AND CHARGES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

I. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NO.	DATE	TITLE
1852.223-72	APR 2002	SAFETY AND HEALTH (SHORT FORM)
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION

I.2 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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 these addresses:

<http://www.acquisition.gov/far/index.html>
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc/htm>

(End of Clause)

I.3 TERMS AND CONDITIONS – SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FAR 52.213-4) (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iv) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- (v) 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).
- (vi) 52.244-6, Subcontracts for Commercial Items. (Aug. 11, 2009).
- (vii) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

- (i) 52.232-1, Payments (APR 1984).
- (ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).
- (iii) 52.232-11, Extras (APR 1984).
- (iv) 52.232-25, Prompt Payment (JUL 2013).
- (v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).
- (vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
- (vii) 52.233-1, Disputes (JUL 2002).
- (viii) 52.244-6, Subcontracts for Commercial Items (JUL 2013).
- (ix) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)(Pub. L. 109-282)(31 U.S.C. 6101 note)(applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Walsh-Healey Public Contracts Act (OCT 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Act of 1965 "(NOV 2007)" (41 U.S.C. 351, *et seq.*). (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(viii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(ix) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be -

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(x) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xi) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xii) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998)*. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test

any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights-

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

I.4 OMBUDSMAN (NFS 1852.215-84) (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 e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of Clause)

I.5 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2009)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstotics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 332721 assigned to contract number [TBD]. *(Contractor to sign and date and insert authorized signer's name and title).*

(End of Clause)

I.6 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71) (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using

funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of Clause)

[End of Section]

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

**J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90)
(FEB 1997)**

- a. The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

<u>Attachment No./Title</u>	<u>Pages</u>
1/Drawing Specifications	6
2/Contractor's Quotation	TBD*

*To be incorporated at award

(End of Clause)

[End of Section]

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference.		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NO.	DATE	TITLE
None included by reference.		

K. 2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—OTHER THAN COMMERCIAL ITEMS (NFS 1852.213-70) (JUL 2004)

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

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"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.

"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.

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

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

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

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

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

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

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701).

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(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 relationships 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 _____.

(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) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) [Complete only for solicitations indicated as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751-1000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1000	<input type="checkbox"/> Over \$17 million

(7) *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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(7)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(8) (Complete if dollar value of the resultant contract is expected to exceed \$25,000 and the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

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

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

Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

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

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

(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) *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 (e)(2) of this provision, is a domestic end product and that 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. The terms "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](#).

(f)(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 (f)(1)(ii) or (f)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign 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 FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country 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 (f)(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.

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* (JAN 2004). If Alternate I to the clause at [FAR 52.225-3](#) is included in this solicitation, substitute the following paragraph (f)(1)(ii) for paragraph (f)(1)(ii) of the basic provision:

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

Canadian End Products:

Line Item No.

(List as necessary)

(3) *Buy American Act-Free Trade Agreements--Israeli Trade Act Certificate, Alternate II* (JAN 2004). If Alternate II to the clause at [FAR 52.225-3](#) is included in this solicitation, substitute the following paragraph (f)(1)(ii) for paragraph (f)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (f)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA 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 subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA 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, designated country, Caribbean Basin country, or FTA 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.

(g) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (g)(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 [FAR 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 (g)(1) of this provision, then the offeror must certify to either (g)(2)(i) or (g)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (g)(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 (g)(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.

(End of Provision)

[End of Section]