SOLICITATION TERMS AND CONDITIONS
ALL CHECKED BOXES ARE APPLICABLE

SOLICITATION:NNM14514449 FIRM FIXED PRICE (FFP)	CONTRACT ADMINISTRATOR: HAROLD SMITH, ARCS HAROLD.SMITH-1@NASA.GOV

I. DELIVERY AND PERFORMANCE REQUIREMENTS.

☒ ADDITIONAL ITEM DESCRIPTION, SPECIFICATION, OR STATEMENT OF WORK:

This solicitation includes the following Sections:

1. **Clauses/Terms and Conditions – Section 1, Pages 1-9**
2. **Statement of Work (SOW) – Section 2, Pages 10-13**
3. **Data Procurement Document (DPD) – Section 3, Pages 3-1 through 3-15**
4. **Solicitation Provisions/Representations and Certifications – Section 4, Pages 14-27**
5. **Solicitation Provisions/Quote Instructions – Section 5, Pages 28-29**
6. **Solicitation Provisions/Evaluation Criteria – Section 6, Pages 30-32**

The following attachments also apply to the solicitation and are uploaded as separate documents:

1. **Drawings-90M14155_1_2_3_4**
2. **Past Performance evaluation form**

☒ THIS ORDER IS A RATED ORDER UNDER DPAS (15 CFR 700). THE RATING FOR THIS ORDER IS DO-C9

☒ DELIVERY DATE: To Be Determined

II. INVOICING AND PAYMENT INFORMATION.

The Contractor shall submit invoices as follows:

(a) The original and one (1) copy of all invoices, with the exception of the final invoice, shall be sent directly to the payment office designated on the contract cover page at the address listed below. The last invoice, clearly marked "FINAL" on its face, shall be sent to the Contract Administration official designated on the contract cover page that will coordinate review and approval with the NASA Contracting Officer and assure transmission to the payment office once a determination has been made that all requirements of the contract have been met.

(b) Payment on this contract will be made upon receipt and acceptance of deliverables as described on the contract.

(c) Invoices shall be submitted to:

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
Fax: 866-209-5415
Fed Tax Exempt #: 63-0422638

(d) PAYMENT SCHEDULE

To be determined.

III. APPLICABLE COMMERCIAL ITEM SOLICITATION CLAUSES:

This order is for a commercial item subject to the terms and conditions of FAR 52.212-4, Contract Terms and Conditions – Commercial Items (May 2014), incorporated by reference; FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes and Executive Orders, Commercial Items (May 2014) attached to this order; and any additional terms and conditions checked below or included as a Center specific requirements as addenda to 52.212-4.

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://procurement.nasa.gov/far/

A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES.

☒ 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)
☒ 52.204-13 System for Award Management Maintenance (Jul 2013)
☒ 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
☒ 52.247-34 F.O.B. Destination (Nov 1991)

B. ADDITIONAL COMMERCIAL ITEM (CI) SOLICITATION/CONTRACT CLAUSES IN FULL TEXT:

☒ **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 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)

☒ **1852.216-78 FIRM FIXED PRICED (Dec 1988)**

The total firm fixed price of this contract is $____To Be Determined_____

(End of Clause)

☒ **1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APR 2002)**

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

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.
(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of Clause)

☒ **1852.237-73 Release Of Sensitive Information (June 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 : N/A

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)

☒ **1852.246-72 Material Inspection And Receiving Report. (August 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 1 copy, an original and 1 copy this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

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

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. (
d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

☒ **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2014)**

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

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

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

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

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

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

☐ (2) 52.203-13, Contract 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).

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) Reserved

(6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

☐ (9) 52. 209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) 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, and section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (11) 52.219-3, Notice of Total HUBZone Set-Aside or Sole Source Award (Nov 2011) (15 U.S.C. 657a).

☒ (12) 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).

☐ (13) [Reserved]
☐ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
☐ (ii) Alternate I (Nov 2011) of 52.219-6.
☐ (iii) Alternate II (Nov 2011) of 52.219-6.
☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
☐ (ii) Alternate I (Oct 1995) of 52.219-7.
☐ (iii) Alternate II (Mar 2004) of 52.219-7.
☒ (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3).
☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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
☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644 (r))
☐ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
☐ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
☐ (ii) Alternate I (June 2003) of 52.219-23
☐ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
☐ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
☐ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
☒ (25) 52.219-28, Post Award Small Business Program Re-representation (Jul 2013) (15 U.S.C. 632(a)(2)).
☐ (26) 52.219-29 Notice of Set-Aside for Economically Disadvantage Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C 637 (m)).
☐ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C 637 (m)).
☒ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
☒ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
☒ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
☒ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
☒ (32) 52.222-35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).
☒ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (34) 52.222-37, Employment Reports on Veterans, (Sept 2010) (38 U.S.C. 4212).
☒ (35) 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
☐ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)
☐ (37) 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.)
☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
☐ (39) (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.
☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
☒ (41) 52.225-1, Buy American Act—Supplies (MAY 2014) (41 U.S.C. 10a-10d)
☐ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3
☐ (iii) Alternate II (May 2014) of 52.225-3
☐ (iv) Alternate III (May 2014) of 52.225-3
☐ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150). (WON'T USE)
☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
☐ (48) 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)).
☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
☒ (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
☐ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
☐ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (54)(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:
☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 2014) (41 U.S.C. 351, *et seq.*).
☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (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) (May 2014) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Mat 2014) (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 (May 2014) (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 (May 2014) (41 U.S.C. 351, et seq.).
☐ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O.13495).
☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (Pub. L. 110-247).
☐ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation. (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

(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 paragraphs (e)(1) paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
r does not maintain in the ordinary course of business or pursuant to a provision of law.

(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 (May 2014) (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), thesubcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O.13495).

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

(v) 52.222-35, Equal Opportunity for Veterans, (Sept 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 (May 2014) (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 (May 2014) (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 (May 2014) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (July 2013)(Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C.2302 (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6. (xv) 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)

SECTION 2
STATEMENT OF WORK

Liquid Hydrogen (LH2) Tank Simulator-to-Spider Aft Interface Ring Assembly

1. General
   1.1. Quantity one of the Aft Interface Ring Assembly shall be fabricated per NASA provided drawings attached to the document.
      1.1.1. 90M14155 - LH2 Aft Interface Ring Assembly
   1.2. All material required to fabricate Aft Interface Ring Assembly shall be provided by the Contractor.
   1.3. NASA will assess all Contractor requests to modify drawings listed in Section 1.1 that are required to support fabrication. The Contractor shall proceed to implement modification only after NASA has approved and updated these drawings.
   1.4. Aft Interface Ring Assembly shall be fabricated at the Contractor site. No fabrication shall be permitted at MSFC test facility or barge dock.
   1.5. The Contractor shall provide facility access, equipment, and technical assistance to support NASA inspections required by this SOW.
2. Delivery
   2.1. The Contractor shall deliver completed Aft Interface Ring Assembly to NASA MSFC barge dock or Test Stand 4693 Test Facility per NASA drawing 90M14156 within award delivery date.
   2.2. NASA MSFC will provide mobile crane and operator at no price to Contractor to support unloading Aft Interface Ring Assembly at MSFC barge dock or Test Stand 4693. Center point of Aft Interface Ring Assembly lift shall be no more than 20 feet from edge of MSFC barge dock.
   2.3. The Contractor shall provide all lifting hardware for handling Aft Interface Ring Assembly, to include but not limited to shackles, swivel D-Rings, and special fixtures or specialty items used to load Aft Interface Ring Assembly on to barge, truck, or other transportation system. MSFC will provide lifting hardware for off-loading at MSFC barge dock. Contractor is not required to provide lifting hardware for off-load at MSFC.
   2.4. All machined surfaces that are not painted shall be protected against rust or damage during shipping.
3. Acceptance Criteria
   3.1. Material for the Aft Interface Ring Assembly shall pass the following inspections:

3.1.1. All raw steel materials shall comply with ASTM A6/A6M (The Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling).

3.1.2. The Contractor shall provide three material samples per heat lot of raw material to NASA quality for material testing and verification. Each sample shall be 12" length x 6" width, and cut from material randomly selected by NASA.

3.1.3. NASA will perform tensile strength testing and material chemical testing on samples to verify material properties. NASA material property testing shall be completed within 10 working days of notification by the Contractor that material has been received.

3.1.4. The Contractor shall replace any material that does not meet specified material requirements.

3.2. The Aft Interface Ring Assembly shall pass the following weld inspections:

3.2.1. NASA will perform Mag Partial or Ultrasonic inspection on a subset of welds.

3.2.2. All weld inspections shall conform to weld specification AWS D1.1.

3.2.3. NASA weld inspections shall be completed within 10 working days of Aft Interface Ring Assembly completion. No more than two days will be utilized to inspect welds unless a weld is found to fail inspection.

3.2.4. If any weld fails to meet requirements outlined in AWS D1.1, the Government reserves the right to inspect all welds.

3.2.5. The Contractor shall repair all welds that fail to meet AWS D1.1.

3.3. The Aft Interface Ring Assembly shall pass the following tolerance inspections:

3.3.1. NASA will perform white light scanning of all critical interfaces and holes per drawings specified in section 1.1.

3.3.2. The Contractor shall provide lifting and handling support for inspection of interfaces on both top and bottom of the Aft Interface Ring Assembly.

3.3.3. NASA will perform inspection of critical interfaces within 10 days of notification by the Contractor that the Aft Interface Ring Assembly fabrication is complete.

3.3.4. The Contractor shall correct all tolerances found to be outside of drawing specifications.

3.4. The Aft Interface Ring Assembly shall pass the following paint inspections:

3.4.1. NASA will perform visual inspection of all painted surfaces within five working days of notification that painting is complete.

3.4.2. The Contractor shall repair any paint that fails to comply with drawing specifications.

4. Quality Requirements

4.1. Contractor Quality Assurance

4.1.1. The Contractor shall provide Certificate of Compliance or Verification Matrix to document that all requirements have been satisfied.

4.1.2. The Contractor shall provide physical address of all manufacturing sites.

4.1.3. The Contractor shall provide Certified Material Test Reports for all material used to fabricate the Aft Interface Ring Assembly.

4.1.4. The Contractor shall provide physical address of all material source of origin.

4.1.5. The Contractor shall provide the source and tracking of all materials to NASA, for quality tracking.

4.1.6. The Contractor shall provide a certified weld inspector to conduct visual weld inspections in accordance with AWS D1.1

4.1.7. The Contractor shall provide a Quality Assurance plan to document the following:

4.1.7.1. Material purchase and specification.

4.1.7.2. Certifications for all welders and weld procedures.

4.1.7.3. Quality record of all Offeror visual weld inspections.

4.1.7.4. Quality control and record of Aft Interface Ring Assembly stress relief.

4.1.7.5. Quality control plan for Dimensional Tolerance Verification.

4.1.8. All work on this order is subject to inspection and test by the government at any time and place. The government quality representative who has been delegated NASA quality assurance functions on this procurement shall be notified immediately upon receipt of this order. The government representative shall also be notified 48 hours in advance of the time articles or materials are ready for inspection or test.

4.2. NASA Quality Assurance

4.2.1. NASA Quality Assurance will evaluate Certificate of Compliance or Verification Matrix, verify Certified Material Test Reports, and review Offeror Quality Assurance plan.

4.2.2. NASA Quality Assurance will perform and document material inspection and testing required to satisfy acceptance criteria in Section 3.1.

4.2.3. NASA Quality Assurance will perform all weld inspections required to satisfy acceptance criteria in Section 3.2.

4.2.4. NASA Quality Assurance will perform all tolerance inspections required to satisfy acceptance criteria in Section 3.3.

4.2.5. NASA Quality Assurance will perform all paint inspections required to satisfy acceptance criteria in Section 3.4.

5. Data Deliverables

6.

6.1. The Contractor shall report and document this work and fulfill the requirements of associated Data Requirement Descriptions (DRD's) as outlined in Data Procurement Document (DPD) 1502 (Attachment J-2). The contractor shall determine the data restriction that applies to each data deliverable and mark or transmit the data restriction in accordance with section 2.3.3 of the Data Procurement Document.

6.2. The Contractor shall establish and implement an industrial safety, occupational health, and environmental program that (1) prevent employee fatalities, (2) reduce the number of incidents, (3) reduce the severity of employee injuries and illnesses, and (4) protects the environment through the ongoing planning, implementation integration and management control of these programs. The contractor shall comply with all MSFC SHE Core Program Requirements in MPR 8715.1, "Marshall Safety, Health and Environmental (SHE) Program" while working on-site at MSFC and provide a signed Alternate Safety, Health, and Environmental (SHE) Plan in accordance with DRD 1502SA-001.

5.5 The Contractor shall report mishaps and safety statistics to the MSFC Industrial Safety Branch in accordance with DRD 1502SA-002. The contractor shall submit directly into the NASA Incident Reporting Information System (IRIS) or shall use the forms listed in section 15.4 of DRD 1502SA-002 or electronic equivalent to report mishaps and related information required to produce the safety metrics.

DATA PROCUREMENT DOCUMENT NO. 1522 ISSUE RFQ

NNM14514449Q
CONTRACT/RFP

EXHIBIT NUMBER

3
ATTACHMENT NUMBER

Liquid Hydrogen (LH2) Tank Simulator-to-Spider Aft Interface Ring Assembly
PROJECT/SYSTEM

DATA PROCUREMENT DOCUMENT

Contractor
CONTRACTOR

June 13, 2014
DATE

National Aeronautics and
Space Administration

MSFC - Form 3461 (Rev September 1989)

National Aeronautics and Space Administration	DATA PROCUREMENT DOCUMENT	
DOCUMENT CHANGE LOG	NO. 1522	ISSUE RFQ

INCORPORATED REVISIONS OUTSTANDING REVISIONS	AS OF: 06-13-14	SUPERSEDING:	PAGE:

AUTHORITY (DPD Revision)	PORTION AFFECTED - PAGE NO./NO.				REMARKS
	INTRO	SGR	DRL	DRD	

MSFC - Form 3461-1 (Rev. September 2007)

1.0 INTRODUCTION

1.1 Scope: Subject to the Rights in Data clause, this Data Procurement Document (DPD) sets forth the data requirements in each Data Requirements Description (DRD) and shall govern that data required by the DPD for the contract. The contractor shall furnish data defined by the DRDs listed on the Data Requirements List (DRL) by category of data, attached hereto, and made a part of this DPD. Such data shall be prepared, maintained, and delivered to NASA in accordance with the requirements set forth within this DPD. In cases where data requirements are covered by a Federal Acquisition Regulation (FAR) or NASA FAR Supplement (NFS) clause, that clause shall take precedence over the DPD, consistent with clause FAR 52.215-8.

1.2 DPD Description: This DPD consists of a Document Change Log, an Introduction, a Statement of General Requirements, DPD maintenance procedures, a DRL, and the DRDs.

1.2.1 General Requirements: The general requirements, as specified in paragraph 2.0 of this DPD, prescribe those requirements applicable to the preparation, maintenance, and delivery of data that are better defined in aggregate than in the individual DRDs.

1.2.2 Data Requirements List (DRL): Throughout the performance of the contract, the DRL provides a listing by data category of the data requirements of the DPD.

1.2.3 Data Requirements Descriptions (DRDs)

1.2.3.1 Each data requirement listed on the DRL is given complete definition by a DRD. The DRD prescribes content, format, maintenance instructions, and submittal requirements.

1.2.3.2 For the purpose of classification and control, DRDs of this DPD are grouped into the following broad functional data categories:

CATEGORY SYMBOL	DESCRIPTION
SA	Safety

1.2.3.3 The symbols representing these data categories form part of the prefix of the DRD identification number. The first numerical characters reflect the DPD number.

1.2.3.4 To facilitate the usage and maintenance of the DPD, the DRDs have been sectionalized in accordance with the above data categories.

1.2.3.5 The DRDs are filed by data category and are in alpha-numeric sequence as listed on the DRL page (or pages) that precedes the DRDs.

1.2.4 Document Change Log (DCL): The Document Change Log chronologically records all revision actions that pertain to the DPD.

1.2.5 DPD Maintenance Procedures: Maintenance procedures define the detailed methods to be employed in maintaining the DPD. Detailed maintenance procedures are specified in paragraph 3.0 of this DPD.

1.3 Data Types for Contractual Efforts: The types of data and their contractually applicable requirements for approval and delivery are:

TYPE	DESCRIPTION
1*	All issues and interim changes to those issues require written approval from the requiring organization before formal release for use or implementation.
2*	NASA reserves a time-limited right to disapprove in writing any issues and interim changes to those issues. The contractor shall submit the required data to NASA for review not less than 45 calendar days** prior to its release for use. The contractor shall clearly identify the release target date in the

"submitted for review" transmittal***. If the data is unacceptable, NASA will notify the contractor within 45 calendar days** from the date of submission, regardless of the intended release date***. The contractor shall resubmit the information for reevaluation if disapproved. The submittal is considered approved if the contractor does not receive disapproval or an extension request from NASA within 45 calendar days**.

3 These data shall be delivered by the contractor as required by the contract and do not require NASA approval. However, to be a satisfactory delivery, the data shall satisfy all applicable contractual requirements and be submitted on time.

4 These data are produced or used during performance of the contract and are retained by the contractor. They shall be delivered only when NASA requests in writing and shall be delivered in accordance with the instructions in the request. The contractor shall maintain a list of these data and shall furnish copies of the list to NASA when requested to do so.

5 These data are incidental to contract performance and are retained by the contractor in those cases where contracting parties have agreed that formal delivery is not required. However, the Contracting Officer or the Contracting Officer's Representative (COR) shall have access to and can inspect this data at its location in the contractor's or subcontractor's facilities, or in an electronic database accessible to the Government.

* Note: Type 1 and Type 2 data may be placed under NASA configuration management control when designated by NASA. CM control requires the contractor to submit Type 1 and Type 2 data updates through Engineering Change Proposals (ECPs).

** Note: This time limit may be tailored for individual DRDs to meet the requirements of the procuring activity.

*** Note: If the contractor does not identify a release target date or if the intended release date is shorter than 45 calendar days from the date of submission, the 45 calendar days review cycle stands (or the tailored Type 2 time limitation for the specific procurement).

2.0 STATEMENT OF GENERAL REQUIREMENTS

2.1 Applicable/Reference Documents: Documents included as applicable documents in this DPD are the issue specified in the Statement of Work, and form a part of the DPD to the extent specified herein. Applicable documents listed in Item 15.2 of a DRD are applicable only to the preparation of the deliverable documentation described by that DRD.

References to documents other than applicable documents in the data requirements of this DPD may sometimes be utilized, and shall be indicated in 13. Remarks of the DRD. These do not constitute a contractual obligation on the contractor. They are to be used only as a possible example or to provide related information to assist the contractor in developing a response to that particular data requirement.

2.2 Subcontractor Data Requirements

2.2.1 The contractor shall specify to subcontractors and vendors, if any, the availability source of all data required for the satisfactory accomplishment of their contracts. The contractor shall validate these requirements for documents when appropriate; where the requirement concerns other contractor data, the contractor shall provide his subcontractor or vendor with the necessary documents. All such requests shall be accomplished under the auspices of the contractor.

2.2.2 Reference to subcontractor data in the contractor's responses is permissible, providing the references are adequate and includes such identification elements as title, number, revision, etc., and a copy of the referenced data is supplied with the response document at time of delivery to NASA.

2.3 Data Distribution, Format, Data Restriction Marking, and Transmittal

2.3.1 Distribution: Distribution of required documentation shall be in quantities determined by the Contracting Officer. Recipient names and email (if applicable) addresses shall be noted on a separate distribution list to be furnished by the Contracting Officer. The Contracting Officer's letter may include other information pertinent to delivery of data, as required.

2.3.2 Format

2.3.2.1 Electronic Format: Electronic submission of data deliverables is preferred. Electronic deliverables shall be printable. Data deliverables shall be delivered to NASA in the format specified below unless a specific format is required by a DRD. Data submittals shall consist of a single Adobe Acrobat PDF file and the native format electronic file(s). The preferred native formats include Microsoft Word, Excel, PowerPoint or CAD drawing plot file, as appropriate. Where a single native format file is not possible, multiple files may be integrated into a single ZIP file for submission. The organization of the contents of the integrated ZIP file shall be made readily apparent to the reader, and each file within the integrated product shall be clearly identifiable and traceable within the organization of the integrated product. If files are fragmented, file names shall be labeled logically and contiguously, and the files shall be easily reassembled or merged (e.g. 1 filename, 2 filename, 2a filename, etc.). The software versions shall be confirmed prior to submittals.

2.3.2.2 Hardcopy Format: In addition to the electronic submittal, one hardcopy package of specific data deliverables shall be delivered to the NASA Contracting Officer for the Government contract file. The hardcopy package shall consist of the contractor's Transmittal Memo and one copy of the data deliverable.

2.3.3 Data Restriction Marking

2.3.3.1 Data Restriction Determination and Marking Requirements: The contractor shall determine the data restriction that applies to each data deliverable and mark the data restriction on the data coversheet, or indicate the data restriction in the data transmittal package if the data format precludes identification of data restriction directly in the data. The contractor shall make a determination for each individual data deliverable item, and shall not apply a default or blanket data restriction marking to all data deliverables (e.g., "data may be export restricted"). If NASA does not agree with the contractor applied data restriction, the NASA Contracting Officer shall return the data to the contractor, cancel the markings, or ignore the markings consistent with the procedures set forth in the "data rights" clause(s) contained in the contract.

2.3.3.2 Data Restriction Categories and Marking Statements: The contractor shall consider the following data restriction categories, as a minimum, and utilize specified marking statements.

If data delivered under this contract is subject to the International Traffic in Arms Regulations (ITAR), the data shall contain an "ITAR Notice" as follows:

International Traffic in Arms Regulations (ITAR) Notice

This document contains information which falls under the purview of the U.S. Munitions List (USML), as defined in the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, and is export controlled. It shall not be transferred to foreign nationals, in the U.S. or abroad, without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exemption is obtained/available from the United States Department of State. Violations of these regulations are punishable by fine, imprisonment, or both.

If data delivered under this contract is subject to the Export Administration Regulations (EAR), the data shall contain the "EAR Notice" as follows:

> **Export Administration Regulations (EAR) Notice**
> This document contains information within the purview of the Export Administration Regulations (EAR), 15 CFR 730-774, and is export controlled. It may not be transferred to foreign nationals in the U.S. or abroad without specific approval of a knowledgeable NASA export control official, and/or unless an export license/license exception is obtained/available from the Bureau of Industry and Security, United States Department of Commerce. Violations of these regulations are punishable by fine, imprisonment, or both.

If the contract contains FAR 52.227-14 *Alternate II*, the "Limited Rights Notice" may be applicable to data (other than computer software) delivered under this contract.

If the contract contains FAR 52.227-14 *Alternate III*, the "Restricted Rights Notice" may be applicable to computer software delivered under this contract.

If the contract contains FAR 52.227-20, the "SBIR Rights Notice" may be applicable to SBIR data delivered under this contract.

If the contract contains NFS 1852.237-73, a sensitive information legend may be applicable to information delivered under this contract.

In accordance with the applicable data clause (e.g., FAR 52.227-14(c) or FAR 52.227-20(c)), the contractor may be able to assert a copyright claim in data delivered under this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government.

2.3.4 Transmittal

2.3.4.1 Data shall be transmitted to NASA by email, CD or DVD, hardcopy, or other mechanism agreed to by the Contracting Officer, COR, and Project representatives who are responsible to receive, index, and store the data deliverables.

2.3.4.2 If email is used to transmit data deliverables, the email size shall be 10 Megabytes or less to ensure receipt by the NASA email servers. Encrypted email format shall be used to transmit data which has been judged sensitive by the contractor (e.g., export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.).

2.3.4.3 Data Transmittal Package: Each data transmittal package shall include:

a. Transmittal memorandum that specifies the meta-data below for each data transmittal:
   1. Contract number.
   2. Data Requirements Description (DRD) number.
   3. DRD data type (specified in Item 3 on the DRD).
   4. Submission date or milestone being satisfied.
   5. Document number and revision.
   6. Document title.
   7. File names of all files being delivered; file naming convention shall clearly identify the document being delivered.
   8. Distribution (as defined by the Contracting Officer's letter).
   9. Requested response date.
   10. Contractor assigned data restriction (export controlled, limited rights data, SBIR, restricted computer software, copyrighted, etc.) if not marked on data.

11. NASA Records Retention Schedule (NRRS) number, if applicable (See NPR 1441.1, NASA Records Retention Schedules).

b. Printable electronic files or hardcopy data.

2.3.5 When electronic data deliverables are transmitted directly to the MSFC Repository, the Digital Asset Manager web interface shall be utilized. Instructions for electronic data submittals can be found at http://avmcc.msfc.nasa.gov/repository/repository_submittal.php. Document submitters to the Repository must register for a MSFC EDMS (Documentum) user account, through the Identity Management and Account Exchange (idMAX) system. Computer-Aided Design (CAD) drawings shall be submitted in the original native vector, Hewlett-Packard Graphic Language (HPGL), and raster image formats.

2.4 Printing: All printing, duplicating, or binding shall be in accordance with NFS 1852.208-81, Restrictions on Printing and Duplicating. Printing of formal reports and Type 1 and 2 data in book format shall be in accordance with the following general specifications:

a. Method of reproduction – offset/xerography.
b. Finished size – 8 1/2" X 11".
c. Paper – 20-pound opaque bond.
d. Cover – Litho cover stock.
e. Pages shall be printed on both sides; blank pages shall be avoided when possible.
f. Oversize pages shall be avoided when possible, but if necessary shall be folded to 8 1/2" X 11".
g. Binding shall be the most economical method commensurate with the size of the report and its intended use.

2.5 Contractor's Internal Documents: The contractor's internal documents shall be used to meet the data requirements of this DPD unless a specific format is required by the applicable DRD.

2.6 Document Identification: Type 1 and 2 documents published by the contractor and submitted in response to the data requirements of this DPD shall be identified within an organized identification numbering system prescribed to NASA by the contractor and, if applicable, as approved by NASA. For all data types, the document number, change legend, date, and title constitute the minimum identification of the specific document and shall appear on the cover and title page. The contract number shall also appear on the cover and title page as separate markings. The originator and organization shall be included on the title page. The document number, change legend, and date shall appear on each page of the document. In the front matter of each document, identify the DPD number and applicable DRD number(s) required for document preparation. Successive issues or revisions of documents shall be identified in the same manner as the basic issue and shall have appropriate change identification. Drawings and ECP's are excluded from the marking provisions of this paragraph. All Type 1 documentation, excluding configuration management requirements, shall be marked "PRELIMINARY PENDING NASA APPROVAL," and once approved shall be reissued with "APPROVED BY NASA" and the date and approval authority annotated on the cover.

2.7 Reference to Other Documents and Data Deliverables in Data Submittals: All referenced documents shall be made readily available to the cognizant NASA organization upon request. The contractor shall make sure that the references are available to NASA in a manner which does not incur delays in the use of the response document. Reference may be made, within one data submittal, to other data submittals delivered in response to this DPD in those cases where the data required by one DRD may have been delivered by the contractor in response to another DRD. The reference to previously-submitted data shall include the applicable DRD number, data submittal version date, and location within the referenced document.

2.8 Maintenance of Type 1 Document Submittals

2.8.1 Revisions of Type 1 documentation may be accomplished either by individual page revision or by a complete reissue of the document identified in accordance with requirements of 2.6 above, with the exception of drawings (which shall be revised in accordance with contract configuration management requirements).

2.8.2 Individual page revisions shall be made as deemed necessary by the contractor or as directed by the Contracting Officer.

2.8.3 A Type 1 document shall be completely reissued when, in the opinion of the contractor and/or NASA, the document has been revised to the extent that it is unusable in its present state, or when directed by the Contracting Officer. When complete reissues are made, the entire contents of the document shall be brought up to date and shall incorporate revised pages. All revisions shall be recorded. A revision log shall identify complete reissues except for periodic reports and documents which are complete within themselves as final.

2.8.4 Changes of a minor nature to correct obvious typing errors, misspelled words, etc., shall only be made when a technical change is made, unless the accuracy of the document is affected.

2.8.5 All revised pages shall be identified by a revision symbol and a new date. Each document shall contain a log of revised pages that identify the revision status of each page with the revision symbol. This list shall follow the table of contents in each document. The line or lines revised on a given page shall be designated by the use of vertical line in the margin of the page, and the change authority shall be indicated adjacent to the change.

2.8.6 Contractor Type 1 document shall not be submitted containing pen and ink markups which correct, add to, or change the text, unless schedule problems exist and approval is obtained in writing from the Contracting Officer. Such markups, however, shall not exceed 20 percent of the page content and shall be acceptable provided that the reproduced copies are legible. In addition, hand-drawn schematics, block diagrams, data curves, and similar charts may be used in original reports in lieu of formally prepared art work, as long as legibility of copies is not impaired. Acceptability shall be determined by the Contracting Officer.

3.0 DPD MAINTENANCE PROCEDURES

3.1 NASA-Initiated Change: New and/or revised data requirements shall be incorporated by contract modification to which the new or revised portion of the DPD shall be appended. The contractor shall notify the Contracting Officer in the event a deliverable data requirement is imposed and is not covered by a DRD, or when a DRD is changed by a contract modification and for which no revision to DPD is appended. In such cases, the contractor shall submit the requested changes to NASA for approval. See paragraph 3.3.1 for change procedures.

3.2 Contractor-Initiated Change: Contractor-proposed data requirements or proposed changes to existing requirements shall be submitted to NASA for approval.

3.3 DPD Change Procedures

3.3.1 Changes to a contractual issue of this DPD shall be identified by NASA on the Document Change Log.

3.3.2 The date of the DPD shall be entered under the “as of” block of the Document Change Log. The date that was in the “as of” block shall be entered in the “Superseding” block.

3.3.3 The Document Change Log entitled “Incorporated Revisions” shall be changed to indicate the modification number, portions affected, and remarks. All changes to the DPD/DRDs shall be identified in the “Remarks” column.

3.4 DPD Reissues

3.4.1 When conditions warrant, the DPD shall be reissued by NASA for each contract modification that affects the DPD and shall supersede the existing DPD in its entirety. Reissues shall be issued by contractual direction.

3.4.2 All revision dates shall remain in the Date Revised block on all DRDs. The issue symbol, which shall commence with "A" and progress through "Z," shall be entered in the DPD identification block of each DRD page of the DPD.

Liquid Hydrogen (LH2) Tank Simulator-to-Spider Aft Interface Ring Assembly

Data Requirements List

DRD	DATA TYPE	TITLE	OPR
SA – Safety			
1522SA-001	2	Alternate Safety, Health, and Environmental (SHE) Plan	AS10/QD12
1522SA-002	3	On-site Mishap and Safety Statistics Reports	QD12

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1522 **ISSUE**: RFQ
2. **DRD NO.**: **1522SA-001**
3. **DATA TYPE**: 2
4. **DATE REVISED**:
5. **PAGE**: 1/2

6. **TITLE**: Alternate Safety, Health, and Environmental (SHE) Plan

7. **DESCRIPTION/USE**: To provide the Government a signed agreement confirming the contractor's commitment to comply fully with Federal, State, NASA, and Center specific SHE-related requirements and regulations listed in MPR 8715.1 while performing work at the Center [Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF)] and to use MSFC MPR 8715.1 as the contractor's Safety, Health, and Environmental (SHE) program over the duration of this contract, grant or cooperative agreement.

8. **OPR**: AS10/QD12 9. **DM**: ET30

10. **DISTRIBUTION**: Per Contracting Officer's (CO) letter

11. **INITIAL SUBMISSION**: With proposal/offer/quote or at such other time as stated in the solicitation or as requested/required by the CO.

12. **SUBMISSION FREQUENCY**: After initial submission, when any new/revised proposed or previously approved Alternate SHE Plan is requested/required by the CO, Contracting Officer's Representative (COR), solicitation/award or is otherwise required.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: NFS 1852.223-72, *Safety and Health (Short Form);* NFS 1823.223-74, *Drug-and Alcohol-free Workforce*; FAR 52.223-10, *Waste Reduction Program*; FAR 52.223-15, *Energy Efficiency in Energy-Consuming Products*; MSFC 52.223-92, *Environmental – General Clause.* DRD 1522SA-002, *Mishap and Safety Statistics Report.* SOW paragraph 5.2

15. **DATA PREPARATION INFORMATION**:

15.1 **SCOPE**: The Alternate Safety, Health, and Environmental (SHE) Plan documents the contractor's agreement and commitment to follow the industrial safety, occupational health, and environmental standards and the Center specific SHE-related requirements and regulations listed in MPR 8715.1 over the duration of this contract, grant or cooperative agreement at the Center (MSFC or MAF).

15.2 **APPLICABLE DOCUMENTS**: **NOTE**: See the Marshall Integrated Document Library (MIDL) for a complete list of Center SHE-related documents that contain Center specific requirements based on the type work/operations being performed. Heath-related specific are listed in the 1800 series, Environmental-related specific are listed in the 8500 series, and Safety-related specific are listed in the 8600 and 8700 series.

MPR 8715.1	*Marshall Safety, Health and Environmental (SHE) Program*
MWI 8621.1	*Mishap and Close Call Reporting and Investigation Program*
MWI 8715.15	*Ground Operations Safety Assessment Program*

15.3 **CONTENTS**: The Alternate Safety, Health and Environmental (SHE) Plan shall document the contractor's agreement and commitment to provide a workplace free from recognized hazardous conditions and is incident and injury free by (1) preventing employee facilities, (2) reducing the number and severity of employee injuries and illnesses, (3) protecting the environment through the ongoing planning, implementation, integration and management control of the contractor's industrial safety, health and environment program, and (4) performing their work activities in full compliance with Federal, State, National Aeronautics and Space Administration (NASA), and Center specific SHE-related requirements and regulations listed in MPR 8715.1 applicable to the work associated with this contracted effort, grant, or cooperative agreement and the Center's Quality Management System. The Alternate SHE Plan shall include:

a. Company Name.

DRD Continuation Sheet

TITLE: Alternate Safety, Health, and Environmental (SHE) Plan **DRD NO.**: **1522SA-001**
DATA TYPE: 2 **PAGE**: 2/2

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

b. NASA Organization contractor is supporting.

c. Methods of ensuring full compliance with full compliance with Federal, State, NASA, and Center specific SHE-related requirements and regulations listed in MPR 8715.1.

d. Methods of full compliance with the mishap and close call reporting requirements described in MWI 8621.1 (i.e. safety statistics, mishaps, close calls reporting).

e. Methods of compliance include, at a minimum, the following requirements (See Tailoring Instructions):

1. Provide employees that are trained, experienced and knowledgeable to operate equipment, machinery, and perform other jobs/operations under this contracted effort, grant, or cooperative agreement in accordance with Federal, State, NASA, and Center SHE-related specific requirements and regulations listed in MPR 8715.1. (Provide evidence of evaluation to the Government when requested.)
2. Evaluate work areas and operations to identify hazardous conditions, develop and implement appropriate control measures to eliminate, reduce or control hazardous conditions to an acceptable safe working level, and reevaluate when significant changes are made to verify that existing control measures are still effective in controlling the hazardous conditions in accordance with Federal, State, NASA, and Center SHE-related specific requirements and regulations listed in MPR 8715.1. (Provide evidence of evaluation to the Government when requested.)
3. Evaluate operations/jobs to identify the specific training required by Federal, State, NASA, and Center specific SHE-related requirements and regulations listed in MPR 8715.1, and provide the specific training to the employees prior to them performing the operation/job. (Provide evidence of training to the Government when requested.)

f. Provide the person's name and title of who will serve as the day-to-day SHE Point of Contact and is responsible for ensuring all work associated with this contract, grant or cooperative agreement fully complies with Federal, State, NASA, and Center specific SHE-related requirements and regulations listed in MPR 8715.1.

g. Obtain NASA Contracting Officer or official concurrence for implementing this Alternate SHE Plan.

An example Alternate SHE Plan meeting the Center specific requirements of this DRD is provided in Attachment A. Submission of a completed and signed version of this example satisfies this requirement.

15.4 **FORMAT**: Contractor format is acceptable.

15.5 **MAINTENANCE**: Changes shall be incorporated by complete reissue.

Attachment A – Alternate SHE Plan

Company Name
Alternate Safety, Health, and Environmental (SHE) Plan
For
Contract No. _____

In support of **NASA Organization**
Marshall Space Flight Center
Huntsville, AL

While performing the work associated with this contract, grant or cooperative agreement **(Company Name)** is committed to providing a workplace free of recognized hazardous conditions and free of incidents and injuries. We shall:

1. Ensure all work is being performed is in full compliance with Federal, State, NASA, and Center specific SHE-related requirements and regulations contained in MPR 8715.1, "Marshall Safety, Health, and Environmental (SHE) Program" applicable to this effort.
2. Support and participate in the MSFC SHE Program as a regular member of the MSFC organization being supported, **(Name of MSFC Organization being supported/Organization Code)**.
3. Ensure employees attend **(MSFC Organization Name/Code)** monthly SHE awareness meetings/training and participate in their supervisor monthly SHE visits/worksite inspections as requested.
4. Ensure employees receive the initial Center SHE Program Awareness Training (SHE 101V "MSFC SHE Program Awareness Training") within 60 days of the authority to proceed or arrival at the worksite and any other Center specific SHE-related training required for jobs/operations applicable to this effort as determined by **(MSFC Organization Name/Code)**.
5. Ensure employees receive the Center's "mandatory and required" training if expected to stay on the Center for more than 30 days. (**NOTE 1**: See SHE training posted on the Office of Human Capital Training and Incentives webpage.)
6. Submit safety statistics to the MSFC Industrial Safety Branch in accordance with the process described in the contract, grant or cooperative agreement.
7. Report mishaps and close calls as soon as possible after initiating emergency response, but **no later than 1 hour after awareness** by calling 544-0046 (4-HELP) and selecting the "Safety" option or by using the MSFC SHE Report system posted on the MSFC SHE Web Page. (**NOTE**: This form is located under the pull-down menu "Mishaps, Questions & Concerns" with follow-up reports as required in accordance with DRD 1522SA-002 or in accordance with the requirements contained MWI 8621.1, "*Mishap and Close Call Reporting and Investigation Program.*"

The signature below confirms the Contractor's agreement and commitment to provide a workplace free from recognized hazardous conditions and is incident and injury free by (1) preventing employee facilities, (2) reducing the number and severity of employee injuries and illnesses, (3) protecting the environment through the ongoing planning, implementation, integration and management control of the Contractor's industrial safety, health and environment program, and (4) conducting their work activities, procedures and process so that they are fully compliant with Federal, State, NASA, and Center specific SHE-related requirements identified on the MSFC MIDL as applicable to the jobs/operations associated with this contracted effort, grant, or cooperative agreement and the Center's Quality Management System while working at the Center (MSFC or MAF).

_____ _____
Print name/title of Company Official Date

Signature: _____

DATA REQUIREMENTS DESCRIPTION (DRD)

1. **DPD NO.**: 1522 **ISSUE**: RFQ
2. **DRD NO.**: **1522SA-002**
3. **DATA TYPE**: 3
4. **DATE REVISED**:
5. **PAGE**: 1/3

6. **TITLE**: On-site Mishap and Safety Statistics Reports

7. **DESCRIPTION/USE**: To provide initial and follow-up reporting of mishaps, close calls, serious non-occupational injuries or illnesses, and Contractor monthly safety metrics to the Government for Contractors that are physically located at Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF).

8. **OPR**: QD12 9. **DM**: ET30

10. **DISTRIBUTION**: Per Contracting Officer's letter

11. **INITIAL SUBMISSION**:
    a. **Safety Statistics** specific to this contracted effort shall be submitted by the 10th day of the month after Authority to Proceed (ATP) or contract award. The safety statistics submitted by the Contractor shall be for the work performed by the Contractor for the previous month. Contractor located at MSFC shall send their monthly safety statistics to the MSFC Industrial Safety Branch. Contractors located at MAF shall send their monthly safety statistics to the MAF Safety and Mission Assurance (S&MA) Manager/QD10, unless directed to send it to the MSFC Industrial Safety Branch.
        1. Safety statistics shall be reported using MSFC Form 4371 or an equivalent electronic notification system that includes all of the information listed in 11.a.2.
        2. Safety statistics reports shall include: contract number, subcontractors, North American Industry Classification System (NAICS) codes and the following for the reporting period: number of employees, number of supervisors, hours worked, and number of injuries including days away from work and/or first-aid cases, number of incidents involving equipment or property damage, and number of supervisors and employees up-to-date with required MSFC Safety, Health, and Environmental (SHE) Training. (SHE training is only applicable to onsite contracts.)
    b. **Initial reporting for Type A, Type B, and High-Visibility Mishaps/Close Calls** specific to this contracted effort: The initial reporting for these types of mishaps/close calls shall be made as soon as possible after initiating emergency response, but **no later than 1 hour** of occurrence or awareness. For these types of mishaps/close calls the initial notification can be made by one of the following methods:
        1. At MSFC, call the MSFC Safety Hotline (256) 544-0046. At MAF, call the S&MA Manager/QD10 at (504) 257-1340.
        2. Direct input through the "SHE Report". The SHE Report can be accessed via the "SHE Reporting/ WRPPC/NSRS" link or "SHE Webpage" under the "Mishaps, Questions and Concerns" pull-down menu. Both links are accessible via the "MSFC Inside Marshall Webpage."
        3. Direct input into the NASA Incident Reporting Information System (IRIS) by the Contractor's designated IRIS representative at: https://nasa.ex3host.com/iris/newmenu/login.asp. (See section11.h.)
    c. **Initial reporting for Type C, Type D, and Low-Visibility Mishaps/Close Calls** specific to this contracted effort shall be reported as soon as possible after initiating emergency response, but **no later than 4 hours** of occurrence or awareness by one of the methods listed in section 11.b.
    d. **Initial reports for all mishaps/Close Calls** shall provide as much information as possible, but at a minimum include the following: location and time of incident, number of fatalities, number hospitalized, type of damage, estimated cost, brief description, and contact person's name and phone number in accordance with MWI 8621.1 and NPR 8621.1.
    e. **Initial reporting of a non-work-related fatality or serious injury or illnesses that occur to Contractor employee while working on-site shall be within 24 hours** of occurrence or awareness of injury by:
        1. Notifying the Contracting Officer. At MSFC notify the Industrial Safety Branch at (256) 544-0046. At MAF notify the MAF S&MA Manager/QD10 at (504) 257-1340.

DRD Continuation Sheet

TITLE: On-site Mishap and Safety Statistics Reports **DRD NO.: 1522SA-002**
DATA TYPE: 3 **PAGE**: 2/3

11. **INITIAL SUBMISSION (CONTINUED)**:
    f. **Follow-up reporting**:
        1. **Mishaps (Type A, Type B, Type C, and Type D) and Close Calls**: A follow-up report or update shall be entered into IRIS **within 24 hours** after the initial notification or electronic submittal. At MSFC, to the MSFC Industrial Safety Branch or at MAF, to the MAF S&MA Manager/QD10. (See NPR 8621.1 and MWI 8621.1.)
        2. **Type A, Type B, High-Visibility Mishaps/Close Calls with a Mishap Investigation Board Report**: submitted after completion of investigation.
        3. **Type A, Type B, High-Visibility Mishaps/Close Calls with a Corrective Action Plan (CAP)**: submitted within the timeline specified by Investigation Appointing Official upon Endorsing Official approval. (See NPR 8621.1 and MWI 8621.1.)
        4. **Type A, Type B, High-Visibility Mishaps/Close Calls CAP Status/follow up**: 30 days after the CAP has been submitted to and approved by Investigation Appointing Official, and every 30 days until the CAP is closed.
        5. **Type C, Type D and Close Calls**: Corrective action status 30 days after the initial report.
    g. **Safety Concerns, Hazards, and non-reportable mishaps** for Contractors working **at MSFC or MAF** shall be reported - at MSFC, to the MSFC Industrial Safety Branch and at MAF, to the MAF S&MA Manager/QD10. (See MPR 8715.1 and MWI 8715.13.)
    h. **Contractor IRIS Representative**: Contractors shall identify and provide an IRIS representative to enter, track and close Contractor mishaps/close calls into the NASA IRIS. After contract award contact the MSFC S&MA IRIS Administrator or the MSFC Mishap Investigation Program Manager located in the MSFC Industrial Safety Branch for access to the NASA IRIS database.

12. **SUBMISSION FREQUENCY**: Safety Statistics (MSFC Form 4371 or an equivalent electronic submittal) - By the 10th of the month after Authority to Proceed (ATP) or contract award and submitted monthly thereafter by the 10th day of each month to the MSFC Industrial Safety Branch or for work performed at MAF to the MAF S&MA Manager/QD10, unless directed to send it to the MSFC Industrial Safety Branch. Mishaps: Monthly (30 day) status/follow-up of the mishap record in IRIS and CAP until closed.

13. **REMARKS**:

14. **INTERRELATIONSHIP**: DRD 1522SA-001, *Alternate Safety, Health, and Environmental (SHE) Plan.* SOW paragraph 5.3

15. **DATA PREPARATION INFORMATION:**

15.1 **SCOPE**: For the Government to be notified by the Contractor of all Contractor mishaps, close calls, and serious non-occupational injuries or illnesses as required in NPR 8621.1 and MWI 8621.1.

15.2 **APPLICABLE DOCUMENTS**:

NPR 8621.1	*NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping*
MPR 8715.1	*Marshall Safety, Health, and Environmental (SHE) Program*
MWI 8621.1	*Mishap and Close Call Reporting and Investigation Program*
MWI 8715.13	*Safety Concerns Reporting System (SCRS)*

15.3 **CONTENTS**: Initial and follow-up mishap reports shall contain all information required by NPR 8621.1 and MWI 8621.1. Mishap and Safety Statistics Reports shall contain the information listed in 11.a.2 and on the MSFC Form 4371.

DRD Continuation Sheet

TITLE: On-site Mishap and Safety Statistics Reports **DRD NO.**: **1522SA-002**
DATA TYPE: 3 **PAGE**: 3/3

15. **DATA PREPARATION INFORMATION (CONTINUED)**:

15.4 **FORMAT**: The following formats or electronic equivalent shall be submitted:

a. MSFC Form 4371, "*MSFC Contractor Accident and Safety Statistics*" or an equivalent electronic notification system that provides all necessary information listed in 11.a.2.
b. Mishap Investigation Board Report using the format provided in NPR 8621.1.
c. Additional Information submittal per MWI 8621.1.

15.5 **MAINTENANCE**: None required

15.6 **DEFINITIONS**: See NPR 8621.1 for NASA Mishap definitions.

Off-site. Work is physically located at a facility or on property that is **not owned or controlled by MSFC**. This is normally considered as a Contractor owned facility or property or other NASA Center.

On-site. Work is physically located at MSFC, MAF or on property that is **owned or controlled by MSFC**.

SECTION 4

SOLICITATION PROVISIONS/REPRESENTATIONS AND CERTIFICATION (SOME REQUIRE FILL-IN)

A. Federal Acquisition Regulation (48 CFR Chapter1) Provisions Incorporated by Reference:

☒ 52.204-7 Central Contractor Registration (Jul 2013)
☒ 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. (DEC 2012)

B. Federal Acquisition Regulation (48 CFR Chapter1) Provisions Incorporated by Full Text:

☒ **52.212-3 Offeror Representations and Certifications—Commercial Items (May 2014) with it's Alternate I (May 2014).**

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 o is, o 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 for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program 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, 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 for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses 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 o is a women-owned business concern.

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

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

(i) General. The offeror represents that either—

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

(B) It ( ) has, ( ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. (ii) ( ) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.] (11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ( ) is, ( ) is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(1) Previous contracts and compliance. The offeror represents that— (i) It ( ) has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

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

(2) Affirmative Action Compliance. The offeror represents that— (i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[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":

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.

_____

_____

_____

[List as necessary]

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

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

Canadian or Israeli End Products: Line Item No. Country of Origin

_____ _____

_____ _____

_____ _____

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, 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;

(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. §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. §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. §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 (l)(3) through (l)(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 e-mail 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)

☒ **1852.209-73 Representation by Offerors that they are not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary of ACORN. (Deviation Feb 2012)**

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
(b) The offeror represents by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of Provision)

☒ **1852.209-75 Representation by Corporations Regarding an Unpaid Deliquent Tax liability or a Felony Conviction under any Federal Law (Deviation Feb 2012)**

(a) An In accordance with section 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub.L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

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

(1) It is [ ] is not [ ] a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and It is [ ] is not [ ] a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

SECTION 5

SOLICITATION PROVISIONS/QUOTE INSTRUCTIONS

Federal Acquisition Regulation (48 CFR Chapter1) Provisions Incorporated by Reference:

☒ 52.212-1 Instructions to Offerors-Commercial Items (April 2014)

Addendum to 52.212-1

In addition to the information required to be submitted with the offer by FAR Clause 52.212-1(b), the following information shall also be submitted with the quote:

1. Quote shall include all of the following information for evaluation.
   - 1.1. Technical Approach
     - 1.1.1. Schedule shall include the following milestones:
       - 1.1.1.1. Target delivery is 28 weeks.
       - 1.1.1.2. Material purchase and delivery
       - 1.1.1.3. NASA material sample and testing
       - 1.1.1.4. Period of fabrication for Interface Ring Assembly
       - 1.1.1.5. NASA weld inspections at Offeror facility
       - 1.1.1.6. Component stress relief
       - 1.1.1.7. NASA dimensional inspection at Offeror facility
       - 1.1.1.8. NASA paint inspection at Offeror facility
       - 1.1.1.9. Shipping and handling to MSFC barge dock.
     - 1.1.2. Description of Interface Ring Assembly fabrication approach, to include the following:
       - 1.1.2.1. Proposed machining capabilities and methods to achieve specified tolerances
       - 1.1.2.2. Proposed welding capabilities, methods and weld process certifications to fabricate Interface Ring Assembly
       - 1.1.2.3. Proposed heat treat capabilities and methods to achieve stress relief of the Interface Ring Assembly
       - 1.1.2.4. Proposed capabilities and methods for lifting and handling Interface Ring Assembly during fabrication
     - 1.1.3. Description of manufacturing plan, to include the following:
       - 1.1.3.1. Plan for material purchasing
       - 1.1.3.2. Risk identification and mitigation, including but not limited to, contingency for machine failures and availability of personnel
       - 1.1.3.3. Current capability and plan to implement internal quality control
       - 1.1.3.4. Repair plan to correct for any weld and tolerance deficiencies
       - 1.1.3.5. Proposed shipping and handling plan to deliver Interface Ring Assembly to MSFC
   - 1.2. Past Performance
     - 1.2.1. Offeror is required to provide three sources of relevant past performance for work completed within the last five years to establish the level of confidence of performance for work of this value, scope and complexity.
     - 1.2.2. Offeror shall complete attached past performance form and provide to past performance sources for evaluation.
     - 1.2.3. Offeror shall ensure that past performance sources deliver completed forms to designated NASA point of contact designated on the form.
     - 1.2.4. Offeror's quote shall include the past performance sources with contact information.

1.3. Price

1.3.1. Offeror's quote shall include an itemized price for all materials required to fabricate the Interface Ring Assembly per NASA specification provided in the SOW. Price for materials shall include three samples per heat lot for NASA material testing.

1.3.2. Itemized price for all manufacture and machining required to fabricate the Interface Ring Assembly per NASA specification provided in the SOW.

1.3.3. Itemized price for all welding and weld certifications required to fabricate Interface Ring Assembly per NASA specification provided in the SOW.

1.3.4. Itemized price to stress relieve Interface Ring Assembly per NASA specification provided in the SOW.

1.3.5. Itemized price to paint Interface Ring Assembly per NASA specification provided in the SOW.

1.3.6. Itemized price for shipping and handling to deliver Interface Ring Assembly to NASA Marshall Space Flight Center (MSFC) barge dock per specification provided in the SOW.

1.3.7. Itemized price to implement Offeror internal quality control plan per specifications provided in the SOW.

1.3.8. Itemized price to provide access equipment and technical assistance to support NASA Quality Assurance inspections per the SOW.

1.3.9. Quote shall contain a total price for performance of all effort specified in this solicitation.

1.3.10. Quotes shall not contain government furnished material or services.

1.3.11. Offeror may submit a milestone payment plan, however, in no case will NASA pay more than 15 percent of purchase order value prior to successful completion of NASA material testing.

1.4. Quote shall include a SHE Plan completed and signed.

1.5. Quote shall include a Subcontracting Plan pursuant to FAR 52.219-9 (Small Business Subcontracting Plan) and the directions at FAR 19.704; a subcontracting plan will be required from any large business submitting an offer; however, no small business goals will be implemented. The size standard for this procurement is 500 employees.

SECTION 6

SOLICITATION PROVISIONS/EVALUATION CRITERIA

Federal Acquisition Regulation (48 CFR Chapter1) Provisions Incorporated by Full Text:

☒ **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:

a. Technical Approach
b. Past Performance
c. Price

Technical Approach, Past Performance and Price are essentially equal. Technical Approach and Past Performance, when combined, are significantly more important than Price.

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

Addendum to 52.212-2

The following additional information is provided related to the evaluation factors specified in FAR 52.212-2:

A1. Technical Approach: The government will evaluate the Offeror's overall technical approach to accomplishing the statement of work.

a. Schedule: The Government will evaluate the realism and completeness of the Offeror's proposed schedule. Target delivery is 28 weeks from date of award.
b. Fabrication Approach: The government will evaluate the realism and completeness of the Offeror's fabrication approach.
c. Manufacturing Plan: The government will evaluate the realism and completeness of the Offeror's manufacturing plan.
d. The Government will assign strengths and weaknesses to finding in the Offeror's technical approach. Adjective rating for overall technical approach will be assessed as described below:

Rating	Criteria
Excellent	A comprehensive and thorough technical approach of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
Very Good	A technical approach having no deficiency and which demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.
Good	A technical approach having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.
Fair	A technical approach having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
Poor	A technical approach that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major revision to correct.

A2. Past Performance: The government will evaluate the quality and relevance of Offeror's past performance.

a. Relevancy of past performance will be determined by similarity of value, scope and complexity. Past performance that addresses contract value, material purchasing, lifting and handling, welding, machining tolerance, and stress relief of large structures of the same size, weight, and complexity of the Interface Ring Assembly will be considered relevant and highly relevant.

b. Quality of past performance will be based on Past Performance Evaluation Forms completed by customers. The numerical ratings from each category will be summed and averaged to obtain an average rating for the reference. The average ratings from each reference will be summed and averaged to obtain an overall past performance rating.

c. Confidence Level for overall past performance will be assessed as described below:

i. High Level of Confidence
The Offeror has at least two past performance references that are highly relevant to this acquisition and the overall average rating of all references is 4 or above.

ii. Moderate Level of Confidence
The Offeror has at least two past performance references at least relevant to this acquisition and overall average rating of references is 3 or above.

Or the Offeror has at least one past performance reference that is highly relevant to this acquisition and the overall average rating of references is 4 or above.

iii. Low Level of Confidence
The Offeror has at least one past performance reference that is at least somewhat relevant to this acquisition or overall summary rating of references is below 3.

A3. Price: The government will evaluate the reasonableness of price.

Past Performance Evaluation Form

To Be Completed By Offeror

NASA-Marshall Space Flight Center is considering purchasing a Liquid Hydrogen (LH2) Tank Simulator-to Spider Aft Interface Ring Assembly from [Insert Offeror Name] with whom your organization has worked with in the past.

Offeror is requested to add a description of the work being evaluated for past performance. Description should be sufficient to determine relevance in terms of value, scope, and complexity and must have been completed within the past five years.

_____

_____

_____

Offeror is requested to fill-in point-of-contact information for source of past performance.

Company name: _____
Point of Contact: _____
Phone Number: _____
Email address: _____
Contract Number: (if source is Federal Government)

Please assist us with our consideration of this offeror by completing this short evaluation form and returning it to Harold.Smith-1@nasa.gov with offer.

To Be Completed By Past Performance Source

Please rate each of the following performance categories 1-5, with 5 being Exceptional. Circle the rating that applies.

1. Quality of Work:	1	2	3	4	5
2. Timeliness of Performance:	1	2	3	4	5
3. Compliance with Contract Requirements:	1	2	3	4	5
4. Ability to Perform to Proposed Price:	1	2	3	4	5

Would you recommend this offeror for future business opportunities? Please explain.

Additional Comments:

_____

_____