

ATTACHMENT 12

SOLICITATION PROVISIONS

ATTACHMENT 12**SOLICITATION PROVISIONS****52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (Apr 2014)**

Paragraph (a) thru (l) are incorporated by reference, the following paragraphs (A) thru (E) are incorporated as an ADDENDA FAR 52.212-1:

(c) *Period for acceptance of offers.* Replace with the following: *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for **90** calendar days from the date specified for receipt of offers.

The following **ADDENDA TO FAR 52.212-1** are incorporated:

ADDENDA TO 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

(A) SITE VISIT INFORMATION. The government will conduct a single organized Site Visit for this requirement. The site visit is scheduled for **December 10, 2014 at 9:00 am local time (Central).** Offerors are highly encouraged to attend this meeting prior to submitting an offer, as it will be the only site visit provided. In order to arrange access to SSC and MAF, offerors planning to attend shall notify **Leanne.Olson@nasa.gov** no later than **December 8, 2014 at 2:00 pm local time (Central)** with the company name, names of representatives, number of representatives and citizenship; offerors failing to do so will not have seating. Offerors are limited to 3 individuals per company. On December 10, 2014, Offerors shall report to the SSC South Visitor's Reception Center prior to 8:30 am local time (Central). Any questions regarding the meeting must be submitted in writing to **Leanne.Olson@nasa.gov**. The site visit sign in document will be posted for viewing by potential contractors.

(B) QUESTIONS - Questions regarding the solicitation and/or performance work statement are encouraged to ensure adequate understanding of the government's requirement. All offeror questions regarding subject solicitation must be **submitted no later than 3 pm local time (Central) on December 16, 2014.** Questions submitted after this date/time will not be accepted. Questions will be accepted via e-mail only to: **Leanne.Olson@nasa.gov** (cc: **Gerald.L.Norris@nasa.gov**). Faxed or telephoned questions will not be accepted.

(C) PROPOSAL COSTS - The Government will not pay any offeror for preparation of its proposal.

(D) SUBMISSION REQUIRMENTS: All information and all copies of offer must be submitted no later than the date and time specified on Page 1 in Block 8 of the SF 1449. Proposals that arrive after the prescribed date and time specified for receipt of proposals will be considered late and treated in accordance with FAR 52.212-1(f)(2). The offeror shall prepare the proposal as set forth below. The titles and contents of the information should be as defined for each requirement. The information identified shall be clearly and separately marked. The information requested **SHALL** be provided for the prime contractor, and, if applicable, subcontractors.

1. Offerors are required to submit (3) original signed copies of the Standard Form 1449. Offerors shall include facsimile number and e-mail address(es) with their offer. Signed offer(s) shall be submitted in hard copy only.
2. The Schedule in blocks 23 and 24 of the SF 1449 shall be completed by the offeror. NOTE: For CLIN 001 Offerors shall propose a phase-in price for a 30 day period. For CLIN 002, 004, 006 and 008 Offerors shall propose a yearly cost and a monthly cost. CLIN 003, 005, 007 and 009 are a Not to Exceed (NTE) amount based on the offerors price for CLIN 002, 004, 006 and 008. Offerors shall complete Attachments 6-1 (pricing schedule) and input 30% of CLIN 0002 for the NTE amount for CLIN 0003; 30% of CLIN 004 for the NTE amount for CLIN 005; 30% of CLIN 006 for the NTE amount for CLIN 007; and 30% of CLIN 008 for the NTE amount for CLIN 009 on the SF 1449. These labor amounts shall be fixed over the life of the contract. Labor amounts may be adjusted on the biennial anniversary of the contract and only as a result of revisions to the Department of Labor Wage Determinations.
3. Offerors are also required to electronically provide Representation and Certifications via the System For Award Management (SAM) website at <https://www.sam.gov> prior to submitting your offeror or IAW 52.212-3, complete the representation and certifications in this solicitation and submit as part of its proposal package. Offerors must be registered and active in SAM to be considered for their proposal to be considered for evaluation.
4. Offerors are required to acknowledge all amendments by returning a signed copy with their proposal.
5. In addition, the following information for the value characteristics shall be clearly identified and submitted with offer: Failure to return all items below may render the offer nonresponsive and exclude it from further consideration for award.

I. MANAGEMENT APPROACH: (30-page limit in accordance with paragraph I below)

II. RELEVANT EXPERIENCE: (10-page limit in accordance with paragraph II below)

III. PAST PERFORMANCE: (10-page limit IAW paragraph III below)

IV. PRICE: Required for all contract line items with-in block 20 of the Standard form 1449.

NOTE: The page limits identified are for single sided typewritten pages anything in excess of the limits will not be considered. Pages are to be on 8-1/2" x 11" paper, using no less than 12 point Times New Roman character size and the margins shall be at least one inch wide. Note: Tables, Graphs and Charts are not exempt from character size requirements.

I. MANAGEMENT APPROACH

1. Provide a Phase-In plan addressing the requirements for Phase-in.
2. Provide an organizational chart that identifies all labor categories referenced in CLINs 002, 004, 006, and 008.

3. Provide a safety and health plan in accordance with NFS 1852.223-73 and Data Requirement SA03. (Not Included in Page Limit)
4. Provide a Staffing Plan for obtaining and maintaining a qualified workforce for the contract. Include a table of personnel sources, noting the percentage of the total workforce (including subcontractor personnel) that you intend to recruit from the following sources: (a) offeror's own resources; (b) other divisions of the company; (c) incumbent contractor work force; and (d) outside recruitment, including subcontractors, consultants, and other. Detail the number of personnel per skill category and by organizational element for the total work force. Address your selection of skill levels and job qualifications and their relationship to the PWS for the total workforce. Include qualification standards for all positions proposed. Relate staffing qualification rationale to the overall management approach. Identify the critical skills essential to successful contract performance. The Staffing Plan shall reflect an overall understanding of the application, implementation, and administration of the mandatory provisions of the Service Contract Act (SCA).
5. Provide a Total Compensation Plan (TCP) in accordance with FAR 52.222-46, Evaluation of Compensation for Professional Employees.
6. If a joint venture, teaming arrangement, including subcontracting relationships, or any other type of contractual arrangement is proposed, the offeror shall clearly delineate their approach. **Information concerning the joint venture, teaming or subcontractor relationship shall be submitted with the offerors proposal.** All joint ventures offerors shall notify their SBA servicing office prior to submitting a proposal. Joint Ventures shall be approved by the SBA. All teaming offerors shall be reviewed by the SBA. All Offerors shall adhere to the ostensible subcontracting rule. Failure to submit adequate information concerning the joint venture, teaming, or subcontractor relationship may render the offer ineligible for award (if applicable).

II. RELEVANT EXPERIENCE (As a Risk Factor) Relevant experience is the accomplishment of work that is comparable or related to the technical work required by this solicitation, and is of similar scope, size, and complexity.

1. At a **MINIMUM**, Relevant Experience shall include experience in the following disciplines (Provide adequate documentation such as contract number, POC and contact information for verification of experience for each discipline as appropriate:
 - a) Metrology and Calibration Services
 - b) Gas and Material Science Services
 - c) Environmental Science Services
 - d) Geographical Information Services
2. Offerors are encouraged to review Attachment 13 (Experience Evaluation Form) and the details of the individual elements of relevant experience. Experience narrative shall be limited to 10 pages. References may be contacted for verification. Failure to provide adequate relevant experience or if the Government is unable to verify the experience may result in the offeror being given a high risk rating. Note:

the Experience Evaluation form is provided for reference only. The Experience Evaluation form will be used by Government proposal evaluation team.

III. PAST PERFORMANCE & SAFETY

A. PAST PERFORMANCE

1. Past Performance Information (PPI) shall include the name(s) and contact information for the three (3) most recent (within three years from the offer due date listed on page 1, in Block 8, of the SF1449) and relevant references (whether federal, state, local government, or private industry) for the prime contractor including subcontractors or teaming partners. PPI narrative shall be limited to 10 pages. Attachment 14 is not included in the 10 page limitation. References may be contacted for verification. Failure to provide adequate contact information or relevant past performance shall result in the offeror being given a “neutral” rating.
2. Offeror shall provide documentation demonstrating the number of years of experience in laboratory services of similar magnitude. Documentation shall include contract number, name and, phone number for verifications.
3. For newly formed businesses having little or no company past performance, the past performance of the company's principal owner(s), or corporate officer(s) may be considered. The lack of a performance record may result in an unknown past performance rating which will neither be used to the advantage or disadvantage of the Offeror. The evaluation will be based on information obtained from references provided by the Offeror of relevant past contracts performed in the past three years as well as other past performance information obtained from other sources known by the Government i.e., Past Performance Information Retrieval System (PPIRS) or any other source that may have useful and relevant information.
4. The Past Performance Form (Attachment 14) shall be used to collect and record information concerning your firm's past performance and any subcontractor and/or teaming partner. Using Attachment 14, submit the names of customers, preferably the Government, where you have performed as a prime contractor and/or a subcontractor within the past three years. Offerors shall include in their proposal, the written consent of its proposed subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the Offeror during the discussion phase of this procurement.

B. SAFETY

1. Accompanying your safety and health plan under separate cover, the contractor **MUST** submit (2) copies of Attachment 8. Attachment 8 shall contain the prime contractor's OSHA Total Recordable Incident Rate (TRIR), independently documented evidence of your firms OSHA Days Away, Restricted, and Transfer (DART) rate, and your designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's Compensation Insurance. These rates will be considered

as separate indicators of the effectiveness of your overall safety and health program. **Please do not include this information in the submitted general safety and health plan.**

- i. Independently documented evidence (OSHA 300 & 300A log is evidence) of your firm's designated OSHA Total Recordable Incident Rate (TRIR) with NAICS code. **You must provide your current Recordable Incident Rate (RIR) and the previous three year's (TRIRs).** The following web site is available to help you compute this rate: <http://www.bls.gov/iif/osheval.htm>. These rates will be compared to the most recent industry averages of like NAICS codes found on the same web page.
 - ii. Independently documented evidence (OSHA 300 & 300A log is evidence) of your firm's OSHA DART rate (Days away from work, days of restricted work activity or job transfer) with NAICS code. **You must provide your current DART rate and the previous three year's DART rates.** The following web site is available to help you compute this rate: <http://www.bls.gov/iif/osheval.htm>. These rates will be compared to the most recent industry averages of like NAICS codes found on the same web page.
 - iii. Independently documented evidence (letter from your insurance carrier) of your firm's designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's Compensation Insurance. **You must provide your current EMR rating and the previous three year's EMR ratings.** This rate will be compared to the industry average rate of 1.0.
 - iv. Information on all OSHA citations issued to the firm over the past three years. Additionally provide information on how each citation was resolved or mitigated.
 - v. Information on all previous OSHA reportable mishaps (OSHA Forms 300 & 300A) that have occurred in the past three years to include items a through c below: The following website shall be used to verify OSHA data: www.osha.gov/cgi-bin/est/est1
 - (a) Address any fatalities that have occurred; identify whether the investigation has been completed and the results;
 - (b) The cause of the safety and health mishap;
 - (c) Describe the corrective action taken and when it was implemented. If the corrective action has not yet been implemented, provide the planned implementation date.
2. Please provide your establishment's employee size.

IV. PRICE This procurement is exempt from the requirements of submission or certification of cost or pricing data.

1. Offerors shall complete Attachment 6-1 providing a cost breakout of the major cost elements (e.g. material, labor, subcontracts, overhead, G&A, Profit, etc) for each of the firm fixed price CLINs 001, 002, 004, 006, and 008.
2. Offerors shall complete Attachment 6-2 providing a loaded rate inclusive of (hourly rate, salary related expenses, fringe benefits, other direct costs, G&A, profit, etc) that comprise the loaded labor rate for each labor category and for each year of the IDIQ CLIN's 003, 005, 007 and 009. These loaded rates shall be consistent with those used to price CLINS 002, 004, 006, and 008.
3. Offeror must include a price for each CLIN description contained with-in blocks 20 of Standard Form 1449. Failure to include a price for all CLIN's may render the offer nonresponsive and exclude it from further consideration for award. The Schedule in blocks 23 and 24 of the SF 1449 shall be completed by the offeror. NOTE: For CLIN 001 Offerors shall propose a phase-in price for a 30 day period. For CLIN 002, 004, 006 and 008 Offerors shall propose a yearly cost and a monthly cost. CLIN 003, 005, 007 and 009 are a Not to Exceed (NTE) amount based on the offerors price for CLIN 002, 004, 006 and 008. Offerors shall input 30% of CLIN 0002 for the NTE amount for CLIN 0003; 30% of CLIN 004 for the NTE amount for CLIN 005; 30% of CLIN 006 for the NTE amount for CLIN 007; and 30% of CLIN 008 for the NTE amount for CLIN 009 on the SF 1449.
4. Offeror shall identify and document all (if any) assumptions, conditions, and/or exceptions upon which the price is based. Any assumptions, conditions, and/or exceptions considered by the Government to be unacceptable may result in elimination for an award.
5. For ease of evaluation, the breakout requested in Paragraph (IV) for Price, a soft copy, Microsoft excel (.xls compatible) file **SHALL be submitted** on CDROM (Microsoft Excel) in addition to a hard copy. The price information shall be provided separate from the other parts of the proposal (if there are differences between the hard and soft copy the hard copy will prevail).

(E) ALTERNATE PROPOSALS - Offerors may submit an alternate proposal that departs from the stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the government. Any deviations from the performance work statement and/or terms and conditions of the solicitation, with the comparative advantage to the government, shall be clearly identified and explicitly defined. The offeror shall also provide an assessment of the risks associated with the offeror's approach, including the identification of impacts and mitigation recommendations in the applicable section of the proposal. The government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements. If an alternate proposal is submitted, offerors are required to submit a separate, independent, and complete proposal that conforms to the solicitation to ensure consideration.

52.212-2 EVALUATION--COMMERCIAL ITEMS (Oct 2014)

Paragraph (a) thru (c) are incorporated by reference, the following paragraphs (A) thru (E) are incorporated as an ADDENDA FAR 52.212-2:

(A) BASIS FOR CONTRACT AWARD: 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. This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to make an award based on the best combination of price and non price factors (Management Approach, Relevant Experience and Past Performance). BVS predefines the value characteristics which will serve as discriminators among proposals. BVS evaluation is based on the premise that, if all proposals are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price. However, the Government will consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose quote has lower qualitative merit if the price (or cost) differential between it and other offers warrants doing so.

(B) EVALUATION CRITERIA: The award will be made where the offeror is determined to be responsible, and the proposal is responsive and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of management approach, relevant experience, past performance, and price. Therefore, subjective judgment by the government is implicit in the evaluation process. Management Approach, Relevant Experience, and Past Performance are approximately equal. **When combined, these three value characteristics (Management Approach, Relevant Experience, and Past Performance) are significantly more important than Price.** If offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made without conducting discussions. Once all responses have been gathered, proposals will be objectively evaluated by team members using the established value characteristics identified below. All proposals will be judged against these value characteristics.

(C) EVALUATION PROCESS: The Government will evaluate proposals in two general steps:

Step One -- An initial evaluation will be performed to determine if all required information has been provided and the Offeror has presented a responsive proposal. Offeror may be contacted only for clarification purposes during the initial evaluation. Should a proposal be determined nonresponsive, the offeror shall be notified that its proposal has been rejected and the reasons therefore, and the proposal shall be excluded from further consideration.

Price will be evaluated via price analysis. The analytical techniques and procedures described in FAR 15.404 may be used, singly or in combination with others to ensure the final price is fair and reasonable.

Step Two -- All responsive proposals will be evaluated against the value characteristics identified below. Based on this evaluation, the Government has the option, depending on the specific circumstances of the proposals received, to utilize one of the following methods: **(1)** make selection and award without discussions; or **(2)** after establishment of the competitive range, hold discussions with those offerors having a reasonable chance of award and afford each Offeror an opportunity to revise its proposal, and then make selection based upon an evaluation of the revised proposals.

Offerors are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on your overall evaluation.

References other than those provided by the offeror may be contacted and their comments considered during the evaluation process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the Offeror.

(D) VALUE CHARACTERISTICS: Listed below are the value characteristics that will be utilized in the evaluation of each proposal. The requirements for each value characteristic are identified in FAR 52.212-1 above. Each offeror's proposal will be evaluated and an appropriate rating will be determined as defined below.

I. MANAGEMENT APPROACH: Each offeror's management approach will be evaluated to determine the effectiveness of the proposed management approach as outlined in the submission requirements identified in Attachment 12. The evaluation team will assign one of the following efficiency ratings for the overall management approach.

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

II. RELEVANT EXPERIENCE: Relevant experience is the accomplishment of work that is comparable or related to the technical work required by this solicitation, and is of similar

scope, size and complexity. The evaluation team will assign one of the following risk ratings for the relevant experience characteristic:

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

III. PAST PERFORMANCE & SAFETY: An offeror's past performance on similar projects will be evaluated to determine the quality of work previously provided and to assess the relative capability of the offeror to effectively accomplish the requirements of this contract. Past performance information will be used to assess the extent to which contract objectives (including management, technical management, quality control, safety program, and other) have been achieved on comparable or related type work. The evaluation team will assign each offeror one of the following adjective ratings based on the evaluation results from the past performance information received:

RATING	DEFINITION	STANDARD
Outstanding	Substantially exceeds requirements. Entirely favorable past performance with an outstanding safety record.	A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible, or unfounded. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable. No record of a major breach of safety as defined in the NFS 1852.223-75 within the last three years, and the contractor's safety history for the Total Recordable Incident Rate (TRIR) is considerably below industry average.
Above Average	Somewhat exceeds requirements. More favorable than unfavorable past performance with an above average safety record.	Most sources of information state that the offeror's performance was good, better than average and that they would willingly do business with the offeror again. Complaints, though perhaps well founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable. The contractor's safety history for the Total Recordable Incident Rate (TRIR) is below industry average.
Neutral	No record exists or the contractor has no past performance to report.	
Satisfactory	Meets requirements. Inconclusive past performance record with a satisfactory safety record.	Sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is over 3 years old. The contractor's safety history reflects the Total Recordable Incident Rate (TRIR) is in line with the industry average.
Marginal	Barely meets requirements. More unfavorable than favorable past performance exists, with a marginal safety record.	Many sources of information make unfavorable reports about the offeror's performance and either expressed serious doubts about doing business with the offeror again or states that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of good performance. The offeror may have been indicted, pled guilty, or may have been found guilty on matters of criminal conduct, but issues are unresolved, relatively minor, or do not reflect a company wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company wide or managerial pattern of fraudulent, negligent, or criminal conduct. The contractor's safety history reflects the Total Recordable Incident Rate (TRIR) is above the industry average.
Unsatisfactory	Does not meet requirements. Entirely unfavorable past performance with an unsatisfactory safety record.	A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well founded, or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective. The contractor's safety history reflects the Total Recordable Incident Rate (TRIR) which is considerably above the industry average.

IV. PRICE: The Government will evaluate offeror's proposed price including all options for reasonableness and realism and for determining best value to the Government. Price evaluation will consist of: total price; breakdown of the major cost elements (e.g. labor, material, subcontracts, overhead, G and A, Profit, etc) as identified in Attachment 6-1 for CLINs 001, 002, 004, 006, and 008 and; Attachment 6-2 for CLINs 003, 005, 007 and 009.

- **Realism:** The Government may determine that a proposal is unacceptable if the prices or rates proposed are materially unbalanced between the line items. Unbalanced pricing exists when, despite an acceptable evaluated unit price or rate, the price of one or more contract line items is significantly overstated or understated, by applying standard cost or price analysis techniques. The burden of proof in realism rests solely with the offeror. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses unacceptable risk to the government.
- **Completeness:** The proposal covers all requirements in the Performance Work Statement, includes all pricing information required by the solicitation, and the Pricing Schedule is completed as required. It must be easily determined and the proposal must clearly display the intended unit price and extended calculations and an understanding of how they were arrived at for each scheduled item.
- **Reasonableness:** Prices shall be reasonable in comparison to estimates; prior prices paid, and can be supported by suitable estimating techniques. The proposed cost and/or prices for the work requested must reasonably reflect an understanding of effort and skills required consistent with the current market. This analysis may include a review of actual rates being paid for similar work by industry, under other Government contracts and rates being paid for comparable civil service employees. Any alternative pricing methods must not cause any significant additional administrative burden to the ordering activity. Offerors' price proposals will be evaluated to determine that the prices or rates offered are fair and reasonable.
- **Options.** The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(E) NOTICE OF AWARD: Only one award will result from this solicitation. 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.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

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

electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:
<https://acquisition.gov/far/index.html>; NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. FEDERAL ACQUISITION REGULATION (FAR) (48CFR CHAPTER 1) PROVISIONS:

The following FAR provisions are included by reference:

- 52.204-7 System for Award Management (Jul 2013)
- 52.204-16 Commercial and Government Entity Code Reporting (Nov 2014)
- 52.204-18 Commercial and Government Entity Code Maintenance (Nov 2014)
- 52.217-5 Evaluation of Options (Jul 1990)
- 52.222-46 Evaluation of Compensation for Professional Employees (Feb 1993)
- 52.223-4 Recovery Material Certificate (May 2008)
- 52.233-2 Service of Protest (Sep 2006) Fill In: (Gerald Norris, John C. Stennis Space Center, Office of Procurement, Building 1100, Rm 254, Stennis Space Center, MS 39529-6000)
- 52.237-1 Site Visit (Apr 1984)

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) PROVISIONS (<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>):

The following NFS provisions are included by reference:

- 1852.223-73 Safety and Health Plan (Nov 2004)
- 1852.233-70 Protests to NASA (Oct 2002)

The following NFS provision is included in full text:

- 1852.215-81 Proposal Page Limitations (Feb 1998)
- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section (List each volume or section)	Page Limit (Specify limit)
Management Approach	30
Relevant Experience	10
Past Performance	10

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (Nov 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) 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.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“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.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“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 the 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 SAM website.

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

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents 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.

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

(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.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business

concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, a women-owned business concern.

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

(10) 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)(10)(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 Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – 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—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 -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- 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--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—Free Trade Agreements—Israeli Trade Act”:

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—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—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—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—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--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
52.222-46	

[List as necessary]

(4) *Buy American—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—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 statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

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

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

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

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

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

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §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 Product

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 is 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 Labor Standards. (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 Labor Standards 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.

(1) *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 the SAM 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 email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. 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

(iv) 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.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

Yes or No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: _____

Highest level owner legal name: _____

(Do not use a “doing business as” name)

(End of Provision)

Alternate I (Oct 2014). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(11) to the basic provision:

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

[The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

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

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

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

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

52.209-7 Information Regarding Responsibility Matters (Jul 2013)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only

in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(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)

1852-209.74 Certification by Offerors Regarding Federal Income Tax Filing and Federal Income Tax Violations. (Deviation Feb 2012)

(a) In accordance with section 527 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 used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows –

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

1852.209-75 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Deviation Feb 2012)

- (a) In accordance with sections 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
 - (2) 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.

- (b) 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
 - (2) 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)