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

1. REQUISITION NUMBER: 4200538677

PAGE 1 OF 46

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: NND15538677R

6. SOLICITATION ISSUE DATE: 07/07/2015

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Robbin Kessler
b. TELEPHONE NUMBER (No collect calls): 661-276-3761

8. OFFER DUE DATE/LOCAL TIME: 08/12/2015 1500 PT

9. ISSUED BY CODE DFRC

NASA/Armstrong Flight Research Ctr.
P.O. Box 273 M/S 4811-140
Edwards CA 93523-0273

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☒ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☐ 8(A)

NAICS: 541690

SIZE STANDARD: $15.0

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

12. DISCOUNT TERMS

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

13b. RATING

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE DFRC

NASA/Armstrong Flight Research Ctr.
P.O. Box 273
Edwards CA 93523-0273

16. ADMINISTERED BY CODE DFRC

NASA/Armstrong Flight Research Ctr.
P.O. Box 273 M/S 4811-140
Edwards CA 93523-0273

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

NASA/Shared Services Center
Financial Management Division (FMD)
Accounts Payable
Bldg 1111, C Road
NSSC-AccountsPayable@nasa.gov
Stennis Space Center, MS 39529-6000

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	INCO TERMS 2: Destination				
001	Safety and Environmental Support Services in accordance with attached Performance Work Statement dated May 7, 2015 Basic Period 12/1/15 - 11/30/16	12	MO		
	Continued ...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Robert Medina

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
002	Time and Materials CLIN for Other Direct Costs (Travel, Training, Etc). NOT TO EXCEED $60,000 annually POP: 12/1/15 - 11/30/16				
003	IDIQ CLIN for Burdened Labor Rates POP: 12/1/15 - 11/30/16 * IDIQ Phase-in Meeting (1 each) * Project Manager * Senior Environmental/Scientist * Mid-Level Environmental/Scientist * Environmental Coordinator * Environmental Technician * Senior Safety Specialist * Mid-Level Safety Specialist * Junior Safety Specialist				
004	Safety and Environmental Support Services in accordance with attached Performance Work Statement dated May 7, 2015 Option 1: 12/1/16 - 11/30/17 (Option Line Item)	12	MO		
005	Time and Materials CLIN for Other Direct Costs (Travel, Training, Etc). NOT TO EXCEED $60,000 annually Option 1: 12/1/16 - 11/30/17 (Option Line Item)				
	Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

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

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
006	IDIQ CLIN for Burdened Labor Rates Option 1: 12/1/16 - 11/30/17 * Project Manager * Senior Environmental/Scientist * Mid-Level Environmental/Scientist * Environmental Coordinator * Environmental Technician * Senior Safety Specialist * Mid-Level Safety Specialist * Junior Safety Specialist (Option Line Item)				
007	Safety and Environmental Support Services in accordance with attached Performance Work Statement dated May 7, 2015 Option 2: 12/1/17 - 11/30/18 (Option Line Item)	12	MO		
008	Time and Materials CLIN for Other Direct Costs (Travel, Training, Etc). NOT TO EXCEED $60,000 annually Option 2: 12/1/17 - 11/30/18 (Option Line Item)				
009	IDIQ CLIN for Burdened Labor Rates Option 2: 12/1/17 - 11/30/18 * Project Manager * Senior Environmental/Scientist * Mid-Level Environmental/Scientist * Environmental Coordinator * Environmental Technician * Senior Safety Specialist * Mid-Level Safety Specialist * Junior Safety Specialist (Option Line Item)				
010	Safety and Environmental Support Services in accordance with attached Performance Work Statement dated May 7, 2015 Option 3: 12/1/18 - 11/30/19 (Option Line Item)	12	MO		
011	Time and Materials CLIN for Other Direct Costs (Travel, Training, Etc). NOT TO EXCEED $60,000 annually Option 3: 12/1/18 - 11/30/19 Continued ...				

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	(Option Line Item)				
012	IDIQ CLIN for Burdened Labor Rates Option 3: 12/1/18 - 11/30/19 * Project Manager * Senior Environmental/Scientist * Mid-Level Environmental/Scientist * Environmental Coordinator * Environmental Technician * Senior Safety Specialist * Mid-Level Safety Specialist * Junior Safety Specialist (Option Line Item)				
013	Safety and Environmental Support Services in accordance with attached Performance Work Statement dated May 7, 2015 Option 4: 12/1/19 - 11/30/20 (Option Line Item)	12	MO		
014	Time and Materials CLIN for Other Direct Costs (Travel, Training, Etc). NOT TO EXCEED $60,000 annually Option 4: 12/1/19 - 11/30/20 (Option Line Item)				
015	IDIQ CLIN for Burdened Labor Rates Option 4: 12/1/19 - 11/30/20 * Project Manager * Senior Environmental/Scientist * Mid-Level Environmental/Scientist * Environmental Coordinator * Environmental Technician * Senior Safety Specialist * Mid-Level Safety Specialist * Junior Safety Specialist (Option Line Item)				

SECTION B: CONTINUATION OF ANY BLOCK FROM SF1449

B.1 SERVICES TO BE FURNISHED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the attached Safety and Environmental Support Services Performance Work Statement dated May 7, 2015.

CLIN	Description	Qty	Unit	Unit Price	Extended Price
1	Basic Period POP: 12/1/15 – 11/30/16	12	Mo		
2	Basic Period Time and Materials (Travel, Training, Overtime, and Other Direct Costs) POP: 12/1/15 – 11/30/16	1	Lot	NTE $60,000	NTE $60,000
3	Basic Period IDIQ Burdened Labor Rates IDIQ Minimum Order: IDIQ Phase-in Meeting IDIQ Maximum Order: $100,000.00 • IDIQ Phase-in Meeting • Project Manager • Senior Environmental/Scientist • Mid-Level Environmental/Scientist • Environmental Coordinator • Environmental Technician • Senior Safety Specialist • Mid-Level Safety Specialist • Junior Safety Specialist POP: 12/1/15 – 11/30/16	 1 1 1 1 1 1 1 1 1	 EA HR HR HR HR HR HR HR HR		 N/A N/A N/A N/A N/A N/A N/A N/A
4	Option Period 1 POP: 12/1/16 – 11/30/17	12	Mo		
5	Option Period 1 Time and Materials (Travel, Training, Overtime, and Other Direct Costs) POP: 12/1/16 – 11/30/17	1	Lot	NTE $60,000	NTE $60,000
6	Option Period 1 IDIQ Burdened Labor Rates IDIQ Minimum Order: IDIQ Phase-in Meeting IDIQ Maximum Order: $100,000.00 • Project Manager • Senior Environmental/Scientist • Mid-Level Environmental/Scientist • Environmental Coordinator • Environmental Technician • Senior Safety Specialist • Mid-Level Safety Specialist • Junior Safety Specialist POP: 12/1/16 – 11/30/17	 1 1 1 1 1 1 1 1	 HR HR HR HR HR HR HR HR		 N/A N/A N/A N/A N/A N/A N/A N/A
7	Option Period 2 POP: 12/1/17 – 11/30/18	12	Mo		
8	Option Period 2 Time and Materials (Travel, Training, Overtime, and Other Direct Costs) POP: 12/1/17 – 11/30/18	1	Lot	NTE $60,000	NTE $60,000
9	Option Period 2 IDIQ Burdened Labor Rates IDIQ Minimum Order: Phase-in Meeting IDIQ Maximum Order: $100,000.00 • Project Manager	 1	 HR		 N/A

	• Senior Environmental/Scientist • Mid-Level Environmental/Scientist • Environmental Coordinator • Environmental Technician • Senior Safety Specialist • Mid-Level Safety Specialist • Junior Safety Specialist POP: 12/1/17 – 11/30/18	1 1 1 1 1 1 1	HR HR HR HR HR HR HR		N/A N/A N/A N/A N/A N/A N/A
10	Option Period 3 POP: 12/1/18 – 11/30/19	12	Mo		
11	Option Period 3 Time and Materials (Travel, Training, Overtime, and Other Direct Costs) POP: 12/1/18 – 11/30/19	1	Lot	NTE $60,000	NTE $60,000
12	Option Period 3 IDIQ Burdened Labor Rates IDIQ Minimum Order: IDIQ Phase-in Meeting IDIQ Maximum Order: $100,000.00 • Project Manager • Senior Environmental/Scientist • Mid-Level Environmental/Scientist • Environmental Coordinator • Environmental Technician • Senior Safety Specialist • Mid-Level Safety Specialist • Junior Safety Specialist POP: 12/1/18 – 11/30/19	1 1 1 1 1 1 1 1	HR HR HR HR HR HR HR HR		N/A N/A N/A N/A N/A N/A N/A N/A
13	Option Period 4 POP: 12/1/19 – 11/30/20	12	Mo		
14	Option Period 4 Time and Materials (Travel, Training, Overtime, and Other Direct Costs) POP: 12/1/19 – 11/30/20	1	Lot	NTE $60,000	NTE $60,000
15	Option Period 4 IDIQ Burdened Labor Rates IDIQ Minimum Order: IDIQ Phase-in Meeting IDIQ Maximum Order: $100,000.00 • Project Manager • Senior Environmental/Scientist • Mid-Level Environmental/Scientist • Environmental Coordinator • Environmental Technician • Senior Safety Specialist • Mid-Level Safety Specialist • Junior Safety Specialist POP: 12/1/19 – 11/30/20	1 1 1 1 1 1 1 1	HR HR HR HR HR HR HR HR		N/A N/A N/A N/A N/A N/A N/A N/A

(End of Clause)

C.1 FAR 52.212-4, Contract Terms and Conditions – Commercial Items (MAY 2015)

C.2 ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

(1) FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)

(2) FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

(3) FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

(4) FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)

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

(6) FAR 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011) – Alternate II (MAY 2011)

(7) FAR 52.223-10 Waste Reduction Program (MAY 2011)

(8) FAR 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)

(9) FAR 52.224-1 Privacy At Notification (APR 1984)

(10) FAR 52.224-2 Privacy Act (APR 1984)

(11) FAR 52.232-18 Availability of Funds (APR 1984)

(12) FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

(13) FAR 52.236-13 Accident Prevention (NOV 1991) Alternate I (NOV 1991)

(14) FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

(15) FAR 52.245-1 Government Property. (APR 2012) - Alternate I (APR 2012)

(16) FAR 52.245-9 Use and Charges (APR 2012)

(17) NFS 1852.203-71 Requirement to Inform Employees of Whistleblower Rights (AUG 2014)

(18) NFS 1852.204-76 Security Requirements for Unclassified Information Technology Resources (JAN 2011)

(19) NFS 1852.215-84 Ombudsman. (NOV 2011)

(20) NFS 1852.216-80 Task Ordering Procedure (OCT 1996) Alternate I (OCT 1996)

Fill-in under (c): 10 calendar days
Fill-in under (3): 2 calendar days

(21) NFS 1852.219-76 NASA 8 Percent Goal. (JUL 1997)

(22) NFS 1852.223-70 Safety and Health (APR 2002)

(23) NFS 1852.223-75 Major Breach of Safety or Security. (FEB 2002) - Alternate I (FEB 2006)

(24) NFS 1852.223-76 Federal Automotive Statistical Tool Reporting (Jul 2003)

(25) NFS 1852.237-70 Emergency Evacuation Procedures (DEC 1988)

(26) NFS 1852.237-72 Access to Sensitive Information (JUN 2005)

(27) NFS 1852.237-73 Release of Sensitive Information (JUN 2005)

(28) NFS 1852.242-70 Technical Direction (SEP 1993)

(29) NFS 1852.242-72 Observance of Legal Holidays (AUG 1992) – Alternate I (SEP 1989) & Alternate II (OCT 2000)

(30) NFS 1852.245-71 Installation Accountable Government Property (JAN 2011)

Fill-in under (a): N/A
Fill-in under (c)(3): See Attachment D
Checked boxes under (c): Numbers 1 through 11

(31) NFS 1852.245-74 Identification and Marking of Government Equipment (JAN 2011)

Fill-in under (e): NASA AFRC, Code F, MS 4811/120, PO Box 273, Edwards, CA 93523

(32) NFS 1852.245-75 Property Management Changes (JAN 2011)

(33) NFS 1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (JAN 2011)

Fill-in 1: See Attachment D
Fill-in 2: NASA Armstrong Flight Research Center

(34) NFS 1852.245-78 Physical Inventory of Capital Personal Property (JAN 2011)

(35) NFS 1852.245-82 Occupancy Management Requirements (JAN 2011)

(36) FAR 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than an **IDIQ phase-in meeting, price TBD (NOTE – this is separate from the contract phase-in),** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

b) *Maximum order*. The Contractor is not obligated to honor --
(1) Any order for a single item in excess of $100,000;
(2) Any order for a combination of items in excess of $100,000; or
(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e*., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(37) FAR 52.216-22 Indefinite Quantity (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order.

The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract within 30 days of the basic contract's expiration date.

(End of Clause)

(38) FAR 52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

(39) FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

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

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

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

(End of clause)

(40) FAR 52.252-2 Clauses Incorporated by Reference (FEB 1988)

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: Federal Acquisition Regulation (FAR): https://acquisition.gov/far/index.html; NASA FAR Supplement (NFS): http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of Clause)

(41) NFS 1852.228-75 Minimum Insurance Coverage (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If

occupational diseases are not
compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least $100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least $500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the
United States shall provide coverage of at least $200,000 per person and $500,000 per occurrence for bodily injury liability and $20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:
"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least $200,000 per person and $500,000 per occurrence for bodily injury, other than passenger liability, and $200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least $200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

(42) NFS 1852.232-77 Limitation of Funds (Fixed-Price Contract) (MAR 1989)

(a) Of the total price of items through ____, the sum of $___ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until **TBD**.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
(ii)The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the
Termination for Convenience of the Government clause of this contract.

(End of clause)

(43) NFS 1852.235-71 Key Personnel and Facilities (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Program Manager
Lead, Safety Discipline
Lead, Environmental Discipline
Lead, Building 703
*Other key personnel as identified and proposed by the offeror

(End of clause)

C.3 FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (MAY 2015)

(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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014)

(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) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

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

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 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) (Reserved)

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

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (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).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) 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) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).

☐ (24) 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)).

☒ (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

☒ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (34) 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.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-13.

☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (42)(i) 52.225-3, Buy American-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 (JUN 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).

☐ (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. 4505, 10 U.S.C. 2307(f)).

☐ (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 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: (Contracting Officer check as appropriate.)

☒ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☒ (3) 52.222-42. Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Environmental Technician – $44,076/annual

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

☐ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (10) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

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

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 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), the subcontractor 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). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) ☐ (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 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).
(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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.

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

(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 D - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

D.1 LIST OF ATTACHMENTS

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

Item Letter	Title	Date	Pages
A	Performance Work Statement for Safety and Environmental Support Services	5/7/15	44
B	Wage Determination No. 2005-2004 Rev 18, Kern County	12/22/14	12
C	Wage Determination No. 2005-2048 Rev 17, Los Angeles County	12/22/14	12
D	Government Furnished Property Listing	6/4/15	1
E	Data Requirements List	6/4/15	22
F	Safety, Health and Environmental Plan	After contract award and prior to commencement of work	TBD
G	Management Plan	After contract award	TBD
H	Organizational Conflict of Interest Plan	After contract award	TBD
I	Information Technology Security Plan	After contract award	TBD

(End of Clause)

SECTION E - SOLICITATION PROVISIONS

E.1 FAR 52.212-1 Instructions to Offerors -- Commercial Items (Apr 2014)

E.2 FAR 52.209-7 Information Regarding Responsibility Matters (Jul 2013)

E.3 FAR 52.217-5 Evaluation of Options (JUL 1990)

E.4 FAR 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): https://acquisition.gov/far/index.html; NASA FAR Supplement (NFS): http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of provision)

E.5 NFS 1852.215-77 Preproposal/Pre-bid Conference. (DEC 1988)

(a) A preproposal/pre-bid conference will be held as indicated below:

Date: July 16, 2015
Time: 0900
Location: NASA Armstrong Flight Research Center
Edwards, CA 93523
See attached registration instructions

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

(End of provision)

E.6 NFS 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	Page Limit
Mission Suitability Volume	25 Pages
Price Volume	No limit
Past Performance Volume	25 Pages
Total Compensation Plan (Appendix)	25 Pages

The following documents shall not be included in calculation of the page count:

Key Personnel Resumes
Ostensible Subcontractor Information (Appendix)

(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 *(including font on tables).* 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. Acronym lists are NOT excluded from the page counts. In addition, the Price section of your proposal is not page limited. However, this section is to be strictly limited to 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)

E.7 NFS 1852.245-80 Government Property Management Information (JAN 2011) Alternate I (JAN 2011)

E.8 NFS 1852.245-81 List of Available Government Property (JAN 2011)

E.9 ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

To be eligible for award, Proposals must be received by 3:00 p.m., PDT, on Wednesday, August 12, 2015.

To ensure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale.

Offerors must submit the identified number of copies of their proposal by either U. S. Postal Service or hand delivery/courier service (i.e., FedEx, UPS, DHL, etc), to:

For U. S. Postal Service submissions:
NASA AFRC
Attn: Robbin Kessler
PO Box 273 MS 4811/140
Edwards, CA 93523

For hand delivery/courier service submissions:
NASA AFRC
Attn: Robbin Kessler MS 4811/140
Building 4876, Warehouse #6
Edwards, CA 93523

Proposals submitted via fax or e-mail will not be considered.

Offerors shall submit proposals in three volumes as specified below. Each part of the proposal should be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. In addition to the referenced paper copies (original/copies), an electronic copy of the proposal is required as stated below.

Volume Number	Title	Original	Copies	Electronic Copies
I	Mission Suitability Volume	1	5	2
II	Price Volume	1	1	2
III	Past Performance Volume	1	2	2

Offerors may direct any questions regarding this solicitation to: Robbin Kessler, Contracting Officer, robbin.m.kessler@nasa.gov. All questions must be submitted in writing via e-mail and received by 4:30 p.m., PDT on Friday, July 24, 2015. NASA will not guarantee a response to any question received after this date/time.

The Offeror shall follow the format and instructions below in preparing its proposal.

PROPOSAL PREPARATION INSTRUCTIONS

To facilitate proposal evaluation, the offeror shall submit an original copy and identical copies of their proposal volumes as referenced in the above table. Volume I should be clearly marked as “Mission Suitability Volume” and include one (1) original paper copy, five (5) identical paper copies, and two (2) electronic copies (CD or DVD). Volume II should be clearly marked “Price Volume” and include one (1) original paper copy, one (1) identical paper copy, and two (2) electronic copies (CD or DVD). Volume III should be clearly marked as “Past Performance Volume” and include one (1) original paper copy, two (2) identical paper copies, and two (2) electronic copies (CD or DVD). The content of each of these volumes should include the following:

Volume I – MISSION SUITABILITY VOLUME – One (1) original, five (5) copies, two (2) electronic copies

Cost/price data should not be included in the Mission Suitability Volume proposal. Information should be precise, factual, and complete. Offerors should not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work, unless clearly identified in your proposal.
The overall contents of the Mission Suitability Volume (Volume I) shall include the following:

A. Management Approach
   1. Availability and Qualification of Key Personnel
      a. Identification of Key Personnel. Key Personnel are those persons considered to be most important to the successful accomplishment of both the technical and business requirements of this procurement. AFRC has identified the following positions as “Key” for this requirement:
         i. Program Manager
         ii. Lead, Safety Discipline
         iii. Lead, Environmental Discipline
         iv. Lead, Building 703
         v. Other key personnel as identified and proposed by the offeror
      b. Rationale for selection of candidates as Key Personnel
      c. Resume of proposed Key Personnel candidates, not to exceed three (3) pages, to include candidate’s education and experience. Education and experience should meet or exceed the requirements outlined in PWS Appendix 1
      d. Signed letter of commitment of Key Personnel candidates. NOTE: This solicitation

contains NASA FAR Supplement (NFS) 1852.235-71, Key Personnel and Facilities, which imposes restrictions on reassignment and replacement of certain Key Personnel.

2. Employee Retention and Morale
    a. Proposed utilization of innovative and effective techniques to assure the motivation and retention of highly quality staff
    b. Plans for overcoming any anticipated staffing difficulties
    c. Total compensation plan for professional employees, as required by FAR Provision 52.222-46, Evaluation of Compensation for Professional Employees.
3. Management Plan
    a. Proposed Management Plan, including approach for task prioritization and strategic level management. The plan should address proper allocation of resources, strength of corporate support, timely response to Government requirements, adequacy of the organizational structure and extent of local autonomy.

B. Technical Approach
1. Staffing Plan - Offerors should complete their staffing plan utilizing the following table format:

PWS Section	Protocol	WYE %	PWS Appendix 1 Labor Category(ies)	Rationale
2.0	On-Site Project Management			
4.1	Construction Safety			
4.2	Confined Space			
4.3	Pressure Vessels			
4.4	Fall Protection			
4.5	Lifting Devices & Equipment			
4.6	Fire Protection			
4.7	Emergency/Urgent Responses/Mishap Investigation and Data Analysis			
5.1	Environmental Management System			
5.2	Pollution Prevention/Recycling/Affirmative Procurement and Sustainable Practices			
5.3	NEPA/Environmental Justice			
5.4	Air Quality			
5.5	Water			
5.6	Hazardous Materials Management			
5.7	Hazardous Waste Management			
5.8	POL/SPCC/ASTs			
5.9	Cultural Resources			

	Management			
5.10	Natural Resources Management			
5.11	Restoration			

2. Offerors recommended implementation, results, or strategy assisting an agency in implementing and monitoring goals, as mandated under Executive Order 13693, Planning for Federal Sustainability in the Next Decade, or Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, including emphasis on Acquisition, Toxic Chemical Reduction, and Recycling.

3. Offerors recommended implementation, results, or strategy assisting an agency in implementing and monitoring goals promoting Voluntary Protection Program (VPP) Practices, as outlined in the Occupational Safety and Health Act (OSHA) of 1970, Section (2)(b)(1), with emphasis on Management Leadership and Employee Involvement and Worksite Analysis.

OSTENSIBLE SUBCONTRACTOR RULE INFORMATION

If the Offeror proposes using teammates/major subcontractors, the Offeror shall describe and explain their approach to teaming and subcontracting and for compliance with the Small Business Administration's (SBA) Ostensible Subcontractor Rule. Include specific details so that the Government can determine that the prime Contractor making the offer will be performing the primary and vital requirements for the contract. The description and explanation shall include the following:

- Rationale for each of the arrangements
- Identification of points of contact
- Business size of each teammate or major subcontractor
- Identification of which party will be managing the contract
- Which teammate led pursuit of the Contract
- The degree of collaboration in preparing and submitting the proposal
- How management and control policies will be implemented
- How work will be controlled, reported, and reviewed
- Accessibility and flow of relevant support from internal and external sources, such as parent organizations, teaming arrangements, major subcontractors
- Any integration of teammate/major subcontractors into the management and supervisory hierarchy
- Which party possesses the background and expertise necessary for contract performance
- Identification of teammate that will perform the more complex and costly contract functions
- Description and amount of the work to be performed by each party (Contractor, teammate, and subcontractor), including the associated SOW paragraphs, percentage of the total work to be performed by each party, and whether each party will perform discreet tasks or a commingling of personnel from each party will perform each task

The Government will perform an analysis to ensure that no apparent ostensible subcontract relationship has been proposed. The Small Business Administration (SBA) Ostensible Subcontracting Rule Information will be assessed to verify that the Offeror is eligible for award as a Small Business. If it appears that an ostensible subcontract may have been proposed, the proposal evaluation may proceed until a final determination is made by the SBA. Offerors are advised that evidence of non-compliance with this clause and FAR 52.219-14, Limitation of Subcontracting, may result in elimination of the Offeror from award.

The Offeror is cautioned to ensure that their teaming/major subcontracting arrangement does not violate the ostensible subcontracting rules set forth by the Small Business Administration. In the event an Offeror's proposal is determined to be unacceptable based on the SBA Ostensible Subcontractor

Evaluation, the matter may be referred to the Small Business Administration (SBA) for a Certificate of Competency in accordance with the procedures outlined in FAR 19.6.

All Joint Ventures proposed by the Offeror must be officially approved by the SBA at the time of proposal submission.

NOTE: The Government is collecting this information in anticipation of the Small Business Administration's (SBA) size determination regarding any proposed final contract award. The information provided by Offerors regarding this topic is excluded from the page count limitations for the appropriate sections of the Offeror proposals. This information shall be provided as an appendix to the proposal.

(End of provision)

Volume II – PRICE VOLUME - One (1) original, one (1) copy, two (2) electronic copies

Offeror shall propose a Firm-Fixed Price (FFP) for the one month Phase-in Period, the Base Effort, Option Years, and Burdened Labor Rates for Labor Categories identified under Appendix A of the PWS for the IDIQ portion of the contract. Additionally, offeror shall propose the price for the IDIQ minimum order of an IDIQ Phase-In Meeting (separate phase-in from the contract phase-in). There is no page limit for the Price Volume.

Offerors are required to propose pricing in accordance with the below period of performances for the Phase-In and Basic Effort. Offers shall provide the monthly price and the extended price for each period using the attached pricing template. The Other Direct Cost (ODC) Time and Materials (T&M) CLIN will be funded as a not to exceed line item, and do not require a proposed price.

	Number of Months	Start Date	End Date
Phase-in	01	November 1, 2015	November 30, 2015
Base Period	12	December 1, 2015	November 30, 2016
Option Year 1	12	December 1, 2016	November 30, 2017
Option Year 2	12	December 1, 2017	November 30, 2018
Option Year 3	12	December 1, 2018	November 30, 2019
Option Year 4	12	December 1, 2019	November 30, 2020
FAR 52.217-8 Option 6 Month Extension	6	December 1, 2020	May 31, 2021

In addition to the hard copy volume, offerors shall submit an electronic version of the pricing workbook in Excel format. Formulas used in the document shall be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheet or any workbooks may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The document shall not contain any macros and/or hidden cells. Additionally, the document shall not be locked, protected, or secured by passwords.

Offerors that do not propose pricing in accordance with this solicitation may be considered unacceptable and thus precluded from receiving an award.

Volume III – PAST PERFORMANCE VOLUME - One (1) original, two (2) copies, two (2) electronic copies

Past performance refers to the Offeror's, major subcontractors and/or team members demonstrated record of quality of work and contract compliance in supplying services relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity of the Safety and Environmental Support Services requirements of the PWS and solicitation. A major subcontractor is defined in this area as performing more than 30% of the labor effort

for this requirement.

The Government is seeking to determine whether the Offeror has relevant experience that will ensure its successful performance of the PWS and solicitation requirements. The Offeror's proposal shall include an itemized listing and summary of five (5) current or past contracts performing similar tasks to the PWS and solicitation requirements within the last three (3) years. The summary should detail how the current or past contract task requirements relate in relevancy and similarity to each task required by the PWS and solicitation. This information should focus on work performed, progress, and projects of a similar size, content, and complexity as this PWS and solicitation requirement. The Offeror should provide information on problems encountered during the performance of previous contracts, identification and explanation of any cost overruns or underruns, completion delays, terminations and the Offeror's corrective actions. The Offeror should also provide any awards or quality demonstrators of performance achieved during performance of previous contracts.

Current or past contracts from Federal, State, and local governments and private contracts will be considered relevant and/or similar to this procurement if they are similar in size, content, and complexity. Contracts listed do not have to meet all of the criteria; however, contracts listed that meet all of the criteria may be more highly rated. The relevant similar contracts shall contain the following information:

- Contract Number
- Type of Contract
- Start and End Dates
- Contract Value
- Respective Primary Point of Contact for the Customer (Name, Agency or Firm Affiliation, City and State, Phone Number, and E-mail)
- Summary of the Work Performed.

Subcontractor Consent: Past performance information pertaining to a subcontractor cannot be disclosed to the prime offeror without the subcontractor's consent. Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime offeror.

NASA has provided a "Past Performance Questionnaire" that the Offerors will submit to the cited Client POC(s) for completion. Offeror shall submit the questionnaire to the POC(s) via email and include the NASA POCs cited in the solicitation. NASA will also utilize other sources to collect past performance information, such as the Past Performance Information Retrieval System (PPIRS),

The completed survey form must be returned directly to Robbin Kessler, Contracting Officer. Client can email them to robbin.m.kessler@nasa.gov or fax 661-276-2373. The completed questionnaire must come from the Client and be submitted no later than August 12, 2015. The Offeror is responsible for ensuring timely submission.

References other than those identified by the Offeror may be contacted, and the information received used in the evaluation of the Offeror's experience and past performance.

E.10 52.212-2 Evaluation - Commercial Items. (OCT 2014)

(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:

Mission Suitability
Past Performance
Price

Mission Suitability and Past Performance (when combined) are significantly more important than

Price. Of the three evaluation factors, Mission Suitability is more important than Price and Past Performance, which are approximately equal in importance.

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

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

(End of provision)

E.11 ADDENDUM TO 52.212-2, Evaluation -- Commercial Items

The evaluation process shall proceed as follows:

An initial review of proposals will be conducted to determine acceptability of the proposals in accordance with NFS 1815.305-70, *Identification of Unacceptable Proposals*. All unacceptable proposals will be eliminated from further evaluation.

This is a competitive, best value source selection. The evaluation factors are:

1. Mission Suitability
2. Past Performance
3. Price

Mission Suitability and Past Performance (when combined) are significantly more important than Price. Of the three evaluation factors, Mission Suitability is more important than Price and Past Performance, which are approximately equal in importance. Award will not be automatically determined by numerical calculation or formula relationship between Mission Suitability, Past Performance, and Price. The Source Selection Authority (SSA) shall determine what trade-off between Mission Suitability, Past Performance, and Price promises the greatest value to the Government. The SSA will make his/her decision on the basis of an integrated assessment of all three factors.

<u>Mission Suitability</u>

Because aspects of the Mission Suitability factor must provide for effective evaluation of diverse technical approaches, the Government Evaluation Team members will independently and subjectively evaluate significant strengths, strengths, deficiencies, weaknesses, and significant weaknesses of each Offeror's Mission Suitability Proposal. The following definitions will be used in the evaluation:

Significant Strength – some aspect of the proposal that greatly enhances the potential for successful contract performance

Strength – an aspect of the proposal that will have some positive impact on the successful performance of the contract

Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness – a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1,000 point scale. The Mission Suitability subfactors to be evaluated are to be weighted for purposes of assigning numerical scores as follows:

Subfactor	Weight
Management Approach	400 points
Technical Approach	600 points

The Mission Suitability subfactors above and the total Mission Suitability factor will be evaluated using the adjectival rating, definitions and percentiles at NFS 1815.305(a)(3)(A). The following definitions will be used for the rating categories:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal 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.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

The maximum points available for each area will be multiplied by the assessed percent for each area to derive the score for the particular area. For example, if an area has possible 400 points and receives a percent rating 95, then the score for that subfactor would be 380 points. The numerical weights assigned

to the area identified above are indicative of the relative importance of those evaluation areas. The weights will be utilized by the SSA only as a guide.

The other factors (Price and Past Performance) are not similarly weighted or numerically scored.

The Government will perform an analysis to ensure that no apparent ostensible subcontract relationship has been proposed. The Small Business Administration (SBA) Ostensible Subcontracting Rule Information will be assessed to verify that the Offeror is eligible for award as a Small Business. If it appears that an ostensible subcontract may have been proposed, the proposal evaluation may proceed until a final determination is made by the SBA. Offerors are advised that evidence of non-compliance with this clause and FAR 52.219-14 may result in elimination of the Offeror from award.

The Offeror is cautioned to ensure that their teaming/major subcontracting arrangement does not violate the ostensible subcontracting rules set forth by the Small Business Administration. In the event an Offeror's proposal is determined to be unacceptable based on the SBA Ostensible Subcontractor Evaluation, the matter may be referred to the Small Business Administration (SBA) for a Certificate of Competency in accordance with the procedures outlined in FAR 19.6.

All Joint Ventures proposed by the Offeror must be officially approved by the SBA at the time of contract award.

NOTE: The Government is collecting this information in anticipation of the Small Business Administration's (SBA) size determination regarding any proposed final contract award. The information provided by Offerors regarding this topic is excluded from the page count limitations for the appropriate sections of the Offeror proposals. This information shall be provided as an appendix to the proposal.

Price:

This factor evaluates the reasonableness, and, if necessary, the cost realism, of proposed prices. The Price factor is not numerically weighted or scored. Offerors that do not propose pricing in accordance with the solicitation guidance may be considered unacceptable and thus precluded from receiving an award. The government may determine that an offer is unacceptable if the option prices or the fully burdened monthly rates are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

FAR Clause 52.217-8 "Option to Extend Services" is applicable to this requirement and may be exercised within the limits and at the rates specified in the awarded contract. For evaluation of this option, the Government will multiply the monthly proposed rate of Option Year 4 of the contract by six (6) to determine the option's evaluated price.

The evaluated price for the phase-in and the base effort will be determined by multiplying the proposed monthly price for the CLIN by the Government quantity identified in the CLIN. The total evaluated price will be determined by adding the evaluated price of the phase-in, base effort and all options to include the "Option to Extend Services". The IDIQ rates will be evaluated in terms of reasonableness for selection purposes and will not be included in the total price.

The CO may send relevant requests for clarification, in writing, to the Offeror(s). The CO may also request clarification of information contained in the pricing proposal(s) or any other aspect of the proposal(s). All clarification requests will require a written response from the Offeror within the time frames established by the CO. Responses to clarification questions will not be considered "discussions".

Past Performance: The past performance evaluation is an assessment of the Government's confidence in the Offeror's ability to perform the solicitation requirements. This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products

similar in size, content, and complexity as the requirements of the PWS and solicitation. The past performance evaluation shall be in accordance with FAR 15.305(a)(2), NFS 1815.305(a)(2), and this section.

There are two aspects to the past performance evaluation. The first is to evaluate the relevancy of the Offeror's present/past performance. Relevant performance includes performance of Safety and Environmental Support Services similar or greater in size, content, and complexity of the effort described in the PWS and solicitation. The evaluation team will review the Offeror's Past Performance and identify the significant strengths, strengths, deficiencies, weaknesses, and/or significant weaknesses of the Offeror's proposal in determining the relevancy of the present/past performance to the requirements of the PWS and solicitation and assign a Past Performance Relevancy Rating based on the following ratings and definitions:

Past Performance Relevancy Ratings	
Rating	**Definition**
Very Relevant	Present/past performance effort involved essentially the same size, content, and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar size, content, and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the size, content, and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the size, content, and complexities this solicitation requires.

The second aspect of the past performance evaluation is to determine how well the contractor performed on previous contracts. Past performance information will be obtained on the relevant, similar current or past contracts listed by the Offeror listed in the Past Performance Volume to assist in determining the quality level of past performance. The Government's evaluation is not limited to past performance information on the listed contracts. Past performance information on work for commercial customers, local, state and federal Government that are relevant and similar to this procurement may be evaluated also. The Government can use past performance information obtained from the Government-wide Past Performance Information Retrieval System (PPIRS), other agencies, questionnaires or personal knowledge. The Offeror's past performance regarding mission success, as well as safety and security history, will be evaluated as a part of this aspect of past performance.

Past Performance shall be evaluated using the following Quality Assessment Ratings: **Quality Assessment Ratings for Evaluating Past Performance**	
Rating	Definition
Exceptional	Contractor's performance meets contractual requirements and consistently exceed (or exceeded) many of them. The contractual performance of requirements being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good	Contractor's performance meets contractual requirements and consistently exceed (or exceeded) some of them. The contractual performance of requirements being assessed was accomplished with no more than some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Contractor's performance meets (or met) contractual requirements. The contractual performance of the requirements contains some minor problems for which corrective actions taken by the contractor were satisfactory.
Marginal	Contractor's performance is not meeting (or did not meet) some contractual requirements. The contractual performance of the requirements being assessed reflects a serious problem for which the contractor has not yet identified corrective actions or the contractor's proposed actions appear only marginally effective or were not fully implemented. Customer involvement was required.
Unsatisfactory	Contractor's performance is failing (or failed) to meet most contractual requirements. The contractual performance of the requirements contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective. Extensive customer oversight and involvement was required.
Neutral	Contractor performance was not observed or not applicable to the current effort being reported against.

The purpose of the past performance evaluation is to allow the government to assess the Offeror's ability to perform the effort described in this RFP, based on the Offeror's demonstrated present and past performance. The assessment process of the two aspects of past performance will result in an overall performance confidence assessment as defined in NFS 1815.305(a)(2). The evaluation team shall consider and clearly document each Offeror's relevant quantitative and qualitative aspects of past performance data and assign an overall confidence rating.

Past performance regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement will not be rated as highly as past performance information for the principal Offeror. Offerors with no relevant past or present performance history or the Offeror's performance record is so limited that no confidence assessment rating can be reasonably assigned shall receive the rating "Neutral," meaning the rating is treated neither favorably nor unfavorably.

In accordance with NFS 1815.305(a)(2)(A), Past Performance shall be rated using the following levels of confidence ratings:

Definitions of Adjectival Ratings

Very High Level of Confidence	The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. One or more significant strengths exist. No significant weaknesses exist.
High Level of Confidence	The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. One or more significant strengths exist. Strengths outbalance any weakness.
Moderate Level of Confidence	The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. There may be strengths or weaknesses, or both.
Low Level of Confidence	The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. One or more weaknesses exist. Weaknesses outbalance strengths.
Very Low Level of Confidence	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. One or more deficiencies or significant weaknesses exist.
Neutral	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

BASIS OF AWARD:

The Government will award a contract resulting from this solicitation to the responsible Offeror using the best value continuum where all evaluation factors other than price, when combined, are significantly more important than price. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, in addition to those identified as evaluation factors. The Government will award the phase-in purchase order and the contract to the contract awardee at a firm-fixed price. The phase-in purchase order will have a one month period of performance and the basic contract will have a 12 month period of performance, with option, and pricing will be based on the proposed pricing submitted with the contractor's proposal.

(End of provision)

E.12 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:
Name: Robbin Kessler, Contracting Officer
Email: robbin.m.kessler@nasa.gov
Address: P.O. Box 273, Mail Stop 4811/140, Edwards, CA 93523

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

(b) Questions or comments should be submitted by the response date to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

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

(End of provision)

E.13 52.212-3 Offeror Representations and Certifications-Commercial Items. (MAR 2015) - Alternate I (OCT 2014)

The Offeror shall complete only paragraph (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 means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 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 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 *http://www.acquisition.gov*. After reviewing the SAM 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 (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 will be performed in the United States or its outlying areas. Check all that apply.

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

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

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

(4) *Small disadvantaged business concern*. (*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*) The offeror represents 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 to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(10) *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.

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

____ Black American.

____ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Buy American 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) of 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
_____
_____
_____
$(*List as necessary*)

(g)(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-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,

(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

(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.

(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 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.

(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 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) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

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

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

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

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

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

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

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

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

(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)