

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 30	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NND15549896R		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jim Kitahara			b. TELEPHONE NUMBER (No collect calls) (661) 276-5355		8. OFFER DUE DATE/LOCAL TIME 06/11/2015 1630 PT
9. ISSUED BY NASA/Armstrong Flight Research Ctr. P.O. Box 273 M/S 4811-140 Edwards CA 93523-0273			CODE DFRC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 336412 SIZE STANDARD: 1,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO NASA AFRC Aircraft Hanger Building 4840, Bay 5 Edwards CA 93524			CODE	16. ADMINISTERED BY NASA/Armstrong Flight Research Ctr. P.O. Box 273 M/S 4811-140 Edwards CA 93523-0273		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
				NASA Shared Services Center Financial Management Division (FMD) Accounts Payable Building 1111, C Road Stennis Space Center, MS 39529 *Email: NSSC-AccountsPayable@nasa.gov			
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
				<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	INCO TERMS 2: Destination Rolls-Royce Spey MK 511-8 Engine Overhaul and Maintenance Services in accordance with the Gulfstream (GIII) SCRAT/ACTE Engine Overhaul Statement of Work (SOW) Attachment A. Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			1	JB		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> 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.				<input type="checkbox"/> 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)		31c. DATE SIGNED	
				Jim E. Kitahara			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
002	Two (2) Rolls Royce Spey Trunnion & Mount Bolt Overhauled Exchange Kits.	2	EA		
003	<p>Engine Overhaul Over & Above (O&A) Materials and Labor (to-be-determined) if Required.</p> <p>Over & Above amount(s) (if any) are to be negotiated into a firm fixed price at the end of the engine overhaul services. O&A is described as conditions outside of the normal standard depot level maintenance action for the engine overhaul services contained in the SOW Appendix A - List of Gulfstream CMP Cards and the STC's to be performed. The Contractor shall propose their standard customary commercial process for O&A requirements. Any O&A actions identified are to be immediately communicated (upon discovery) to the Contracting Officer Representative (COR) for authorization to proceed. A supplemental agreement modification will be issued to definitize the O&A amounts for funding and payment purposes.</p>	1	JB		

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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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 (<i>Print</i>)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

Rolls Royce Spey MK 511-8 Engine Overhaul

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CONTINUATION OF SF1449

SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to complete the aircraft engine overhaul and maintenance services (including deliveries as applicable) in accordance with the Statement of Work (SOW) incorporated in the contract as Attachment A - G-III 804 SCRAT/ACTE Engine Overhaul dated May 2015.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates FAR and NASA FAR Supplement (NFS) clauses by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference are listed at the beginning of each Section as needed. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the following address(es): For Federal Acquisition Regulation (FAR) clauses, see <https://www.acquisition.gov/far/index.html> For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>.

52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (MAY 2015)

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

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

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

52.204-13 System for Award Management Maintenance (JUL 2013)

52.204-18 Commercial and Government Entity Code Maintenance (NOV 2014)

52.211-9 Desired and Required Time of Delivery (JUN 1997)

(a) The Government desires delivery to be made according to the following schedule:

DESIRED DELIVERY SCHEDULE

ITEM NO. 1 and 2

QUANTITY: 2 each.

WITHIN DAYS AFTER DATE OF CONTRACT: **On or before 90 days ARO**

If the offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the offeror's proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government's required delivery schedule as follows:

REQUIRED DELIVERY SCHEDULE

ITEM NO. 1 and 2

QUANTITY: 2 each.

WITHIN DAYS AFTER DATE OF CONTRACT: **On or before 120 days ARO**

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. If the offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful offeror results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day the award is dated. Therefore, the offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

52.225-8 Duty-Free Entry (OCT 2010)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

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

52.245-1 Government Property Alternate I (Apr 2012)

52.245-9 Use and Charges (Apr 2012)

52.246-11 Higher-Level Contract Quality Requirement (DEC 2014)

(a) The Contractor shall comply with the higher-level (or equivalent) quality standard selected below.

Title	Number	Date	Tailoring
AS9100	Revision C	January 2009	N/A

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instruction, documentation control, and advanced metrology.

(End of clause)

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

1852.215-84 Ombudsman (NOV 2011)

1852.219-75 Small Business Subcontracting Reporting (MAY 1999)

1852.219-76 NASA 8 Percent Goal (JUL 1997)

1852.223-70 Safety and Health (APR 2002)

1852.223-75 Major Breach of Safety or Security (FEB 2002) with ALT I (FEB 2006)

1852.237-72 Access to Sensitive Information (JUN 2005)

1852.237-73 Release of Sensitive Information (JUN 2005)

1852.245-72 Liability for Government Property Furnished for Repair of Other Services (JAN 2011)

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

1852.246-72 Material Inspection and Receiving Report (AUG 2003)

(End of Addendum)

(End of Section)

52.212-5 ATTACHMENT

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, 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:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 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).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (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 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 (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (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 (June 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 Television (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.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (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.

X (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (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)).

X (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).

X (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

___ (1) 52.222-17, 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).

___ (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).

X (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) (E.O. 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) 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 (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

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

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

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

(ix) 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.

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

(xi) 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 E.O. 13627).

(xii) 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.)

(xiii) 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)

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

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 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).

(xvii) 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.

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(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

(End of Section)

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

LIST OF ATTACHMENTS

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

Attachment A -- Statement of Work A - Rolls-Royce Spey MK 511-8 Engine Overhaul
Attachment B -- Data Requirements Document (DRD-1 Data Package)
Attachment C -- Quality Assurance Form Q-1
Attachment D -- Government Property Pursuant to FAR 52.245-1
Attachment E -- AFRC Visit Request Form 10735

(End of Clause)

(End of Section)

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): For Federal Acquisition Regulation (FAR) clauses, see <https://www.acquisition.gov/far/index.html> For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>.

(End of provision)

INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS:

FAR 52.212-1 -- INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (APR 2014)

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

(a) Proposal Information:

1. In addition to complying with the general requirements of FAR 52.212-1 -- Instructions to Offerors -- Commercial Items (APR 2014), offerors are to provide documentation in support of their offer in-order to allow for proper Government evaluation of the "technical acceptability" of the proposed Rolls Royce Spey MK 511-8 Removal, Shipping, Overhaul, Re-Installation, and Rigging and Trimming. The requested information is not page limited. Submit the original signed SF-1449 and completed model contract along with two (2) hard copies and one (1) CD-ROM softcopy of the entire proposal.

2. Per the evaluation criteria cited in the evaluation provision FAR 52.212-2 Evaluation – Commercial Items (Provision as tailored) submit the following proposal information in-order to support of the signed SF-1449 and completed model contract:

- Provide a copy of your FAA Part 145 Repair Station Certification/License (Must be GIII Qualified)
- Provide a copy of the engine overhaul facility Rolls-Royce Factory-Authorized Service Center Certification
- Provide a copy of the engine overhaul facility AS9100 (or equivalent) third-party certification or AS9100 compliance documentation
- Provide a listing and description of previous contracts received for performance of Rolls Royce Spey MK 511-8/10 series engine overhaul services
- Complete and submit the SF-1449 and solicitation as follows:
 - Complete Block(s) 12, 17a, 23, 24, 30a, 30b, and 30c.
 - Fill-in Addendum To 52.212-4, Contract Terms And Conditions - Commercial Items clause 52.211-9 Desired and Required Time of Delivery (JUN 1997) Offeror's Proposed Delivery Schedule (see solicitation pages 5-6)
 - Complete FAR 52.212-3 Offeror Representations and Certifications – Commercial Items Alternate I (MAR 2015) OR advise if Offeror On-line Representations and Certifications are contained in the System for Award Management (SAM). Note: Contractor must be registered under NAICS Code 336412 prior to contract award.

3. Facsimile offers are authorized; however, the Government shall not assume responsibility for proper transmission. Facsimile offers shall be followed by the originals in the mail.

4. Caution to Offerors: Read carefully. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation based upon the lowest evaluated price of proposals meeting or exceeding the acceptability standards for the non-cost factors (e.g. is the Low Priced Technically Acceptable. The technical criteria and compliance with solicitation requirements, are delineated in the solicitation and the SOW; and/or are specified in the following FAR 52.212-2 Evaluation - Commercial Items (JAN 1999) provision as tailored).

5. Notifications to unsuccessful offerors will be given only if requested.

(b) Subcontracting Plan (large business only):

Submit a copy of your Commercial or Individual Small Business Subcontracting Plan in accordance with solicitation clause 52.212-5 (17), FAR 52.219-9 (g) Small Business Subcontracting Plan (JUL 2013) for Contracting Officer approval with the proposal submission. A large business (as applicable) awarded a contract under this solicitation with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one Summary Subcontract Report (SSR) in the Electronic Subcontracting Reporting System (eSRS) for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year. Note: *Failure of a large business to submit either a commercial or individual subcontracting plan with the RFP shall make the offeror ineligible for award of a contract.*

(End of Provision)
(End of Section)

EVALUATION – COMMERCIAL ITEMS (PROVISION AS TAILORED)

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 is based upon the lowest evaluated price of offers meeting or exceeding the acceptability standards of the non-cost factors (e.g. is the Low Priced Technically Acceptable Offer). The following factors shall be used to evaluate offers:

- Mandatory compliance with the basic solicitation technical requirements: Note: In-order to be considered technically acceptable and qualified to provide an offer, an offeror must meet the delivery schedule requirements and the offeror (or the overhaul facility) shall possess a current FAA Repair Station certification to 14 C.F.R. Part 145 and be a Rolls-Royce Factory-Authorized Service Center. In addition, it is strongly desired by the Government that the offeror (or overhaul facility) possess a current Quality Assurance AS9100 third-party certification OR as a minimum demonstrate full AS9100 compliance.
- Past Performance: The aircraft engine overhaul facility shall have a documented history of performing depot level maintenance on Rolls Royce Spey MK 511-8/10 series engines.
- Total Proposed Price of the Rolls Royce Spey MK 511-8 Overhaul and Maintenance Services to include the price of the Trunnion & Mount Bolt Overhauled Exchange Kits (price to include air-ride shipping transportation FOB destination to and from NASA AFRC, Edwards, CA).

Compliance with the mandatory solicitation requirements (e.g. delivery schedule, FAA Part 145 Certification, Rolls-Royce Authorized Service Center, documented history of performing depot level maintenance on Rolls Royce Spey MK 511-8/10 series engines, and AS9100C or equivalent quality system) are essential. The inability to comply these requirements will render a proposal technically unacceptable. Considering the fact all offers meet or exceed the acceptability standards of the non-cost factors including the other mandatory solicitation requirements, than total proposed price to the Government will be the final discriminator for award. Prior to award the Contractor must be registered under NAICS Code 336412.

(b) Options. Not Applicable.

(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)
(End of Section)

ADDITIONAL SOLICITATION PROVISIONS:

52.204-16 --Commercial and Government Entity Code Reporting (NOV 2014)

52.209-7 – Information Regarding Responsibility Matters (JUL 2013)

52.225-18 – Place of Manufacture (MAR 2015)

52.233-2 -- Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO),

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shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA Armstrong Flight Research Center
Attn: Acquisitions Management Office (Code A)
P.O. Box 273
Edwards, CA 93523-0273

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

1852.223-73 Safety & Health Plan ALT 1 (NOV 024)

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: Jim E. Kitahara
FAX: 661-276-3374
Email: james.e.kitahara@nasa.gov

Address: NASA SAIF Code A
2825 East Avenue P
Bldg. 703: S323B Room G
Palmdale, CA 93550

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

(b) Questions or comments should be submitted NLT June 8, 2015 in-order 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)
(End of Section)

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

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

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

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

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

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

“Inverted domestic corporation,” 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 the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

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

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

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

(b)

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

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.
[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror

has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

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

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

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

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

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

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

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

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

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

___ Black American.

___ Hispanic American.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

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

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

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

liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that 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 Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

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

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

(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)

(End of Section)

ATTACHMENT A - STATEMENT OF WORK

G-III 804 SCRAT/ACTE Engine Overhaul

Program Office

Date May 15, 2015



National Aeronautics and Space Administration
Armstrong Flight Research Center
Edwards, California

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- 12.0 Safety & Health Plan
- 13.0 Place of performance
- 14.0 Period of performance

1.0 Background:

NASA (National Aeronautics & Space Administration) AFRC (Armstrong Flight Research Center) operates a Gulfstream G-III aircraft as a testbed for subsonic aeronautics research. The aircraft tail number is N804NA, serial number 344 and is referred to as SCRAT (Subsonic Research Aircraft Testbed). The ACTE (Adaptive Compliant Trailing Edge) project currently occupies the testbed aircraft. The ACTE project is using compliant flap surfaces to perform aeronautics research that could increase fuel efficiency and reduce noise and drag for future aircraft.

The ACTE project requires the procurement of services in the form of engine removal, overhaul, shipment, installation, and rigging/trimming. The engine overhaul services are to be performed on SCRAT's Rolls Royce Spey Mark 511-8 engines, serial numbers 11021 & 11022, which are currently installed on that aircraft. These engines are just over 5 years past their calendar requirement for midlife inspection. The ACTE project would like to skip the midlife inspection and perform a full overhaul of the engines.

The SCRAT aircraft is located at NASA Armstrong Research Center, Edwards, CA and shall remain there through the duration of the contract.

Aircraft Information:

Type Aircraft	Gulfstream G-III (N804NA)
Engine Type	Rolls Royce Spey MK 511-8
Location NASA AFRC	Edwards, CA

2.0 Government Objectives:

The complete overhaul of two (2) Rolls Royce Spey Mark 511-8 engines currently installed on G-III N804NA. The requirement is in support of the Subsonic Research Aircraft Testbed (SCRAT) and the Adaptive Compliant Trailing Edge (ACTE) project.

3.0 Seller Responsibilities/Requirement Scope:

The ACTE project team expects to have the two engines overhauled. The contractor shall remove, overhaul, re-installed, and rigged and trimmed the Rolls Royce Spey MK 511-8 engines. The work shall be completed by a GIII qualified FAA repair station and overhauled by an AS9110 certified Rolls Royce Spey Engine Overhaul Facility that can provide proper documentation to certify the engines' airworthiness and provide full documentation of compliance when the overhauls are completed.

4.0 Requirements:**4.1 General**

- The aircraft, G-III S/N: 344 is located at NASA Armstrong Flight Research Center, Edwards, CA and shall remain there through the duration of the contract.

4.2 Engine Overhaul

- The facility performing the overhaul shall be FAA and AS9110 certified to perform full Rolls Royce Spey Mark 511-8 engine overhauls. Hereafter will be referred to as the "overhaul facility."
- The Overhaul Facility shall have the capabilities, experience, and equipment to repair any discrepancies discovered, beyond the normal scope of an overhaul. The Overhaul Facility is required to present NASA AFRC with a breakdown of discrepancies found, parts required, and cost. With this documentation a review by NASA AFRC will be conducted and NASA AFRC will provide a written approval to proceed via email. No repairs/modifications are to be made without the approval of NASA AFRC.
- The contractor will be required to provide physical assistance with the removal and installation of the engines to and from the aircraft. The contractor will need to provide the necessary fixtures and tooling for engine removal and installation. The contractor will need to provide personnel/labor support to assist AFRC mechanics with removal and installation of the engines. Upon reinstallation, NASA Quality Assurance will perform in-process inspection points called out in CMP cards in Appendix A. In addition to CMP inspection points, NASA personnel will perform engine bay cavity inspection-prior to engine install, engine inspection prior to install, witness final mount torques, fuel line reconnections, and engine rigging. The contractor will have to follow AFRC procedures, including but not limited to critical lift, while removing and installing the engines.
- The contractor will be required to rig/trim the engines once re-installed to the aircraft after the overhaul. The contractor will need to provide any necessary rigging/trimming tooling and also provide the data showing compliance with the rigging procedure. AFRC mechanics and inspector(s) will witness the process and assist with running of the engines.

- An expected duration of engine overhaul tasks must be estimated ahead of time and an estimated schedule is to be provided as part of the contractor’s quote.
- After overhaul, NASA AFRC would like the most comprehensive engine performance test data (thrust/fuel flow, etc.) possible. We would like to request a few additional test points beyond the minimum required max takeoff, max continuous, and idle test conditions.
- The contractor is hereby informed that this aircraft has been modified and has wiring and instrumentation that is unique to our research. This instrumentation needs to be avoided during inspection and protected. The NASA technician(s) will be onsite to provide verbal and physical help with any issues that arise with this specialized equipment and its location.
- All CMP codes in Appendix A pertaining to engine overhaul must be completed, along with any “CMP related codes.”

Project Milestones/Completion Dates (Estimates and as applicable)

Task Number	Work Milestones	Projected Completion Time
4.1	Engines Removed & Shipped to Overhaul Facility	1 week
4.2	Engines Overhauled	8 weeks
4.3	Engine Overhaul follow on work – fix discrepancies	To be negotiated upon written notice of discrepancy and fix estimate
4.4	Engines Installed & Rigged	1 week

5.0 Deliverables:

- The contractor must deliver:
 - ◊ Two Fully Overhauled Engines serial numbers 11021 & 11022, allowing 8,000 flight hours and 240 months until next overhaul. All the latest mods, AD’s & SB’s, and engine structure NDT inspections shall be complied with.
 - A report summarizing any discrepancies or findings with the engines and what was done to correct them.
 - A certificate of conformance, FAA 8130, and certification documentation stating what overhaul activities have been performed on the engines.
 - An update of each engine log book (data package)
 - Life Limited Parts List
 - FAA form 8130-3 for return to service
 - List of Service Bulletins Embodied
 - List of Airworthiness Directives Embodied
 - List of all Service Letters Embodied
 - List of all CMP Codes Embodied (Appendix A)
 - Submittals to Rolls Royce and responses from Rolls (if applicable)
 - ◊ Two (2) Rolls Royce Spey Trunnion & Mount Bolt Exchange Kits.

6.0 Government-Furnished Property (GFP)

Rolls Royce Spey Mark 511-8 engines (2), serial numbers 11021 & 11022.

7.0 Security:

Unique security requirements associated with contract performance (when applicable).

- Contractors will be required to come onsite at NASA AFRC to perform engine removal, and engine installation. They must secure visitor badges in advance of their visit.
- The contractor is hereby informed that this aircraft has been modified and has wiring and instrumentation that is unique to our research. This instrumentation needs to be avoided during engine removal, installation, and rigging. The NASA technician(s) will be onsite and present during the activities to provide a briefing, and physical assistance with any issues that arise with this specialized equipment and its location.

8.0 Travel:

Travel requirements that are to be encountered in the performance of the service(s).

- If contractor staff is required to travel to NASA Armstrong Flight Research Center to conduct warranty, maintenance, or other unforeseen tasks above and beyond the above scope, the contractor is required to send their technicians to NASA Armstrong Flight Research Center at no cost to NASA Armstrong Flight Research Center.
- A few NASA personnel may wish to travel to the overhaul facility or contractor site to perform QA inspections, witness testing & procedures, hold reviews, etc.

9.0 Badging And Entry to Government Facilities:

All Contractor CFT members must be United States Citizens and must be able to pass a background check for badging purposes. A visitor request per NASA AFRC Visitor Request Form 10735 shall be submitted a minimum of 3 days prior to commencement of work to allow for processing of the badges. See Attachment E.

10.0 Special Material Requirements:

If items are required to fix discrepancies, the FAA certified Rolls Royce Mark 511-8 overhaul station is required to use certificated material and provide all chemical/physical and other certification for the items used on our engines at the completion of the contract.

11.0 Quality Assurance:

NASA Armstrong Mandatory Inspections:

- NASA personnel reserve the right to gain access to the engines while at the overhaul facility for the purposes of: inspection of the engines, witnessing overhaul procedures, witnessing re-assembly of the engines, witnessing engines tests, and inspecting shipping containers. A five work day notification is required prior to the completion of the work requiring a NASA Quality Assurance Representative (QAR) inspection. The advance notice is to permit the NASA QAR adequate scheduling of travel arrangements.
- NASA will provide documentation with the approved officials that will be onsite.

NASA QAR Contact Information:

Clint Nelson
Email: clinton.e.nelson@nasa.gov
Work Phone: 661.276.7474

Pre-Ship Review (PSR)

- The Contractor shall hold a Pre-Ship Review (PSR) via conference call or in-person at the contractor facility at the completion of verification & validation tests and prior to shipment of the hardware to NASA. Any discrepancies between the hardware to be delivered and the drawings or specifications shall be listed and acceptance/waiver justifications presented. All discrepancy report documentation is to be discussed and included as part of the Data Delivery Package.
- At the time of the PSR, documents and analysis to support compliance with the requirements of this SOW for the hardware being delivered shall be complete and all actions from previous reviews for the hardware being delivered shall be closed.

12.0 Safety & Health Plan:

The Contractor shall submit a Commercial OSHA compliant Safety and Health Plan in accordance with solicitation provision NFS 1852.223-73 Safety & Health Plan (The successful offeror shall submit the S&H Plan a minimum of 10 days prior to commencement of work to allow for Government review of the document).

13.0 Place of Performance:

The places of performance:

- Engine overhaul – at the engine overhaul facility.
- Engine removal, installation, & rigging – at NASA Armstrong Flight Research Center.

14.0 Period of Performance (Desired/Required):

- Desired Performance/Delivery Date: 90 Days ARO
- Required Performance/Delivery Date: 120 Days ARO

Appendix A – List of CMP cards (codes) and STC’s to be performed

Note: Contractor must perform all “related codes” that are associated with the codes listed below

Engine Overhaul

713011(1)	713011(2)	713021(1)	713021(2)	762020(1)	762020(2)
785038	713013	713048	713080	713081	

*Perform any and all updates to Airworthiness Directives & Service Bulletins based on Rolls Royce Spey’s latest revisions and the current engine status.

Engine Removal / Installation

713010	713045
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Engine Control System Rigging

761041	761042
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DATA REQUIREMENTS DESCRIPTION

<p>1. TITLE</p> <p>Completed Data Package</p>	<p>2. NUMBER</p> <p>DRD-1</p> <p style="text-align: right;">Page 1 of 1</p>
<p>3. USE</p> <p>Contractual documentation of completed work.</p>	<p>4. DATE</p> <p>May 11, 2015</p>
	<p>5. PREPARED BY:</p> <p>Jim E. Kitahara</p>
	<p>6. APPROVED BY:</p>
<p>7. INTERRELATIONSHIP</p> <p>Section 5.0 of the SOW</p>	<p>8. DUE DATE:</p> <p>Upon delivery of each Rolls-Royce MK 511-8 engine</p>

9. PREPARATION INFORMATION

- **Data Package**
 - **Life Limited Parts (LLP) List**
 - **FAA form 8130-3 for return to service**
 - **List of all Service Bulletins Embodied**
 - **List of all Airworthiness Directives Embodied**
 - **List of all Service Letters Embodied**
 - **List of all CMP Codes Embodied (Appendix A)**
 - **Submittals to Rolls Royce and responses from Rolls (if applicable)**

Submit reports to the following addresses:

(1) Contracting Officer (Jim E. Kitahara – Code A), NASA AFRC, SAIF M/S 703:S323-D, 2825 East Avenue P, Palmdale CA 93550 – Original.

(2) Contracting Officer’s Technical Representative (John C. Ruhf – Code OE), NASA AFRC, M/S 4800:2133, P.O. Box 273, Edwards, CA 93523-0273 - One copy.



NASA Dryden Flight Research Center
PROCUREMENT QUALITY REQUIREMENTS



NND15549896R -- ATTACHMENT (C) Q-1

Section A: Aircraft Assemblies, Parts and Materials

Supplier shall only deliver aircraft assemblies, parts and materials that comply with the following requirements for new, surplus and used and or repaired articles. Concessions to these requirements may be granted, but only by written authorization following review by the Government's Engineering, Quality Assurance and Contracting Officer's Technical Representatives.

Unless otherwise specified for delivery to the Government, all applicable material test reports, processing, overhaul, repair and maintenance certifications, inspection, test and non-destructive examination results shall be retained for at least 10 years by the supplier, and made available upon request.

Supplier shall ensure that articles conform to all original design and manufacturing requirements for materials, processing, inspection, test, non-destructive examination, marking, packaging, preservation and transportation.

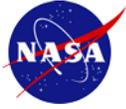
For each article (New, Surplus, Used and/or Repaired) the supplier shall identify:

- Manufacturer's part number, and heat, batch or serial number (when applicable).
- Manufacturer's name, date of manufacture and street address of production facility and/or article's maintenance, repair or overhaul facility.
- Proof of serviceability by the appropriate depot/organization serviceable tag or by FAA Parts Manufacturing Approval (PMA) or Technical Standard Order Authorization (TSO) Form 8130 accompanying each article.
- Verify that articles conform to all applicable requirements for materials, processing, inspection, test, non-destructive examination, marking, packaging, preservation and transportation.
- Identify any article (if applicable) obtained from an aircraft that was subjected to extreme environmental or operational stress, suffered a major failure or accident or was operated by a non-U.S. entity.
- Provide the implementation status of each applicable FAA Airworthiness Directive and manufacturer's Service Bulletin.
- Ensure that each component with a shelf life has been identified, including associated expiration dates.

Section B: Counterfeit Prevention of Electronic Parts

Supply Chain Traceability for Electronic Parts

The supplier shall maintain a method of item traceability that ensures tracking of the supply chain back to the manufacturer of all Electrical, Electronic, and Electromechanical (EEE) parts included in assemblies and subassemblies being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the supplier and shall include the manufacturer's batch



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identification for the item(s) such as date codes, lot codes, serializations, or other batch identification.

Test and Inspection Requirements for Electronic Parts

The supplier shall establish and implement test and inspection activities necessary to assure the authenticity of purchased product, including:

- Traceability and documentation verification
- Visual examination

Upon request, the supplier shall provide inspection and test reports demonstrating product conformance to specified criteria.

Only personnel trained and qualified in the detection of counterfeit parts will perform test and inspection activities.

Section C: Certification of Conformance

As part of each shipment, the supplier / manufacturer shall certify contract / order conformance to the Government.

Supplier / manufacturer shall identify the shipped product in a manner that is traceable to the included Certification of Conformance.

The Certification of Conformance shall:

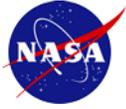
- Confirm that the supplier / manufacturer has verified the acceptability of all articles before shipment – by completion of the necessary inspections, tests, audits, process controls and records reviews.
- Identify the contract / order number, and relevant line item number.
- Identify the manufacturer's part number, and heat, batch or serial number (when applicable).
- Identify the shipped quantity and unit of measure.
- Be signed by a duly authorized officer or quality representative of the supplier / manufacturer – whose name and title shall be legible.

Section D: Process Qualification and Control (Calibration)

For each ***calibrated tool, gauge, instrument or other calibrated device*** purchased by the Government, the manufacturer's certified calibration report and Certification of Conformance shall be provided.

Each calibration report shall:

- Identify a unique calibration report / tracking number.
- Be traceable to the customer contract / order number.
- Identify the device's name, model number, and when applicable, its serial number.



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- Identify the manufacturer's recommended recalibration frequency.
- List the date of initial calibration.
- List the calibration technician's name.
- List the relevant environmental conditions for each parameter calibrated.
- Identify each standard that was used in the device's calibration, including:
 - Each standard's unique identifier, with NIST traceability.
 - The nominal value of each standard, as determined during its most recent calibration.
- Record the value obtained by the device for each standard used in the calibration.

Section E: Delivery Requirements

To assure protection from damage during normal handling, transport, and storage after receipt, articles and materials shall be packaged and preserved in accordance with NPR 6000.1 – Packaging, Handling, and Transportation:

- Level B – Preservation, Packaging, and Packing.
- Class I – Shipping and Handling.

Marking shall include, as a minimum, nomenclature, part number, quantity, supplier, expiration date, temperature handling requirements and lot/batch information.

Items containing hazardous materials shall have the manufacturer's Material Safety Data Sheet (MSDS) included.

Articles or materials which have shelf life limitations or storage control requirements imposed by the manufacturer, Government, NASA or the contractor shall be accompanied by positive indication of such limits. Examples include manufacturing date, cure date, assembly date or temperature storage limitation.

Articles and materials shall have a minimum of seventy-five percent of the manufacturer's designated shelf life remaining at the time of shipment.

Approved Sept 2011

Jaime Garcia

Steve Foster

Attachment D -- Government Property Pursuant to FAR 52.245-1

1. Rolls Royce Spey MK 511-8 Serial # 11021
2. Rolls Royce Spey MK 511-8 Serial # 11022

Visit Request - U.S. Citizen

When completed this form contains PII (*Personal Identification Information*). This information must be encrypted when electronically transmitted. If the form is printed, it must be covered by a SBU (*Sensitive But Unclassified*) coversheet, form number NF1686.

INSTRUCTIONS

1. Seventy two (72) hours advance notice is required for all visit requests.
2. For unescorted access please fax (661-276-2732) proof of your security clearance or verification of a completed background investigation (*NACI*).
3. All personal visits must be escorted.
4. ALL visits must be approved by the Employee's Branch Chief or higher, or the Contract Employee's CO, COTR or TM.

TYPE OF VISIT ESCORTED UNESCORTED CLASSIFIED

SITE TO BE VISITED AFRC BLDG 703

VISITOR INFORMATION

1	FULL NAME OF VISITOR:	DATE OF BIRTH:	COMPANY NAME:	DATES OF VISIT:
	PLACE OF BIRTH (<i>City, State, Country</i>):	CITIZENSHIP:	DRIVER LIC. NO. AND STATE OF ISSUE:	*SSN (<i>Last 6 digits</i>):
2	FULL NAME OF VISITOR:	DATE OF BIRTH:	COMPANY NAME:	DATES OF VISIT:
	PLACE OF BIRTH (<i>City, State, Country</i>):	CITIZENSHIP:	DRIVER LIC. NO. AND STATE OF ISSUE:	*SSN (<i>Last 6 digits</i>):
3	FULL NAME OF VISITOR:	DATE OF BIRTH:	COMPANY NAME:	DATES OF VISIT:
	PLACE OF BIRTH (<i>City, State, Country</i>):	CITIZENSHIP:	DRIVER LIC. NO. AND STATE OF ISSUE:	*SSN (<i>Last 6 digits</i>):
NAME OF SPONSOR TO BE VISITED/SSN (<i>last 6 dig</i>):		EXT.:	NAME OF REQUESTOR (<i>if different than sponsor</i>):	DATE:

PURPOSE OF VISIT:

APPROVAL

BRANCH CH. (<i>or higher</i>), CO, COTR OR TM (<i>print name</i>):	BRANCH CHIEF (<i>or higher</i>), CO, COTR OR TM SIGNATURE:	DATE:
<ol style="list-style-type: none"> 1. Visitors must show picture identification on arrival. 2. Sponsors are responsible for visitors while at AFRC. 3. Visit requests that do not indicate escorted or unescorted will be assigned an escorted visit. 4. For classified visits, visitors are required to have their clearance sent in advance to: <div style="margin-left: 20px;"> Armstrong Flight Research Center Attn: Visitor Control, P.O. Box 273 Edwards, CA 93523-0273 or FAX to 661- 276- 2732 </div> 		<p>* SUBJECT TO PRIVACY ACT OF 1974 When not under the continuing control and supervision of a person authorized access to such material, it must be, as a minimum, maintained under locked condition.</p>

AFRC 10735

Rev: 3.1

Only the current revision will be accepted.