

This combined synopsis/request for quotation is a competitive acquisition notice for commercial items prepared in accordance with FAR Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only Request for Quotation (RFQ); quotations are being requested and a written RFQ will not be issued. This RFQ replaces RFQ NNK15538997R, which was cancelled on May 11, 2015, in order to change the source selection process to a Lowest Price Technically Acceptable (LPTA) process, and, as a result, include the requirements for acceptability, and the implementation processes for the Phase 1 and Phase 2 efforts.

Kennedy Space Center (KSC) has a requirement for control room consoles and the materials and labor to install them in support of the refurbishment and modernization of the NASA Launch Services Program (LSP) Launch Vehicle Data Centers (LVDCs) located at Cape Canaveral Air Force Station, FL (CCAFS), and Vandenberg Air Force Base, CA (VAFB).

Award will be made in two phases: Phase 1: Demonstration Unit, and Phase 2: Consoles Delivery and Installation at KSC and VAFB. The acquisition is for consoles only, and does not include chairs or electronic items pictured in Appendix B. In Phase 1, quotations will be evaluated utilizing the LPTA process. The four quoters with the lowest priced technically acceptable quotations will be awarded Indefinite Delivery/Indefinite Quantity (IDIQ) contracts for the Phase 1 Demonstration Unit. The Phase 1 effort comprises the delivery of a Demonstration Unit consisting of two consoles for Hangar AE at Cape Canaveral Air Force Station (CCAFS), Florida, as well as the travel costs of a vendor representative to assemble the demonstration unit at Hangar AE in the designated evaluation area. The Phase 1 effort will comprise the minimum order for the IDIQ contract. Each Phase 1 IDIQ Contract Awardee will be given a fair opportunity to be considered for award of the Phase 2 effort as specified in Clause C.5, Task Order Ordering Procedures, of the RFQ. The IDIQ contracts will contain separate Contract Line Item Numbers (CLINs) for the Phase 2 effort. Details on the evaluation/award process for the Phase 1 effort are specified in Section E – Attachment E3 – Proposal Evaluation of the RFQ. Details on the evaluation/ordering process for the Phase 2 effort are specified in Clause C.5 of the RFQ. Instructions for Submission of Quotations are specified in Section E – Attachment E2 – Instructions, Conditions, and Notices to Quoters.

Your quotation shall be submitted no later than 4:00 PM local time on June 3, 2015 via email to Joseph Bell at [Joseph.M.Bell@nasa.gov](mailto:Joseph.M.Bell@nasa.gov). All questions must be addressed in writing via email to [Joseph.M.Bell@nasa.gov](mailto:Joseph.M.Bell@nasa.gov) no later than 2:00 PM local time on May 27, 2015.

The quotation must contain adequate detail and supporting documentation to allow the Government to determine the reasonableness of the proposed price.

All responsible sources may submit quotations which will be considered by the agency.

Oral communications are not acceptable in response to this notice.

An ombudsman has been appointed -- See NASA Specific Note "B".

The provisions and clauses in this Request for Quotation are those in effect through FAC 2005-82.

This is a total small business set-aside. The NAICS Code is 337214 and the small business size standard for this procurement is 500 employees. The quotation shall specify the quoter's size status for this procurement.

The DPAS rating for this procurement is DO-C9.

Quotations must include RFQ number, FOB destination to KSC and VAFB, proposed delivery schedule, discount/payment terms, warranty duration (if applicable), taxpayer identification number (TIN), identification of any special commercial terms, and be signed by an authorized company representative.

Prospective quoters shall notify this office of their intent to submit a quotation. It is the quoter's responsibility to monitor the following Internet site for the release of RFQ amendments (if any): <http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?rI&pin=76> . Potential quoters will be responsible for downloading their own copy of this combination synopsis/request for quotation and amendments (if any).

If the end product(s) offered is other than domestic end product(s) as defined in the clause entitled "Buy American Act -- Supplies," the quoter shall so state and shall list the country of origin.

Quoters shall provide the information required by FAR 52.212-1, Instructions to Offerors-Commercial Items, which is incorporated by reference. In accordance with FAR 52.212-1(k), the Quoter shall be registered within the System for Award Management (SAM) database. The Quoter may register via the Internet at URL: <https://www.sam.gov/portal/public/SAM/> .

Offerors must include completed copies of the provision at 52.212-3, Offeror Representations and Certifications - Commercial Items with their offer. These representations and certifications will be incorporated by reference in any resultant contract.

The clauses applicable to this effort can be found in Section C of the RFQ. The provisions applicable to this effort can be found in Section E of the RFQ.

This Request for Quotation does not commit the Government to award a contract(s) nor does it obligate the Government to pay for any cost incurred in the preparation and submittal of quotation(s) in anticipation of receiving contract(s).

The Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. It is anticipated that adequate funds to fund the minimum order (Phase 1) for this contract will be available at the time of contract award.

# REQUEST FOR QUOTATION

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**SECTION A – STANDARD FORM 1449  
SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM**

The Standard Form 1449 will be used for the award of the Indefinite Delivery/Indefinite Quantity (IDIQ) contracts for this effort.

**SECTION B - SUPPLIES AND/OR SERVICES AND TASK ORDER PRICES****B.1 SUPPLIES AND/OR SERVICES AND TASK ORDER PRICES**

The Contractor shall provide control room consoles and the material and labor to install them in support of the refurbishment and modernization of the NASA Launch Services Program (LSP) Launch Vehicle Data Centers (LVDCs) located at Cape Canaveral Air Force Station (CCAFS) and Vandenberg Air Force Base (VAFB) as specified in Section D, Statement of Work (SOW) & Appendices.

**TABLE B.1 SUPPLIES OR SERVICES AND TASK ORDER PRICES**

<b><u>CLIN No.</u></b>	<b><u>Description</u></b>	<b><u>Qty</u></b>	<b><u>Firm-Fixed Prices</u></b>
<b>PHASE 1</b>			
001	Prototype Delivery and Assembly at CCAFS Hangar AE	Lot	<b>TBP</b>
<b>PHASE 2</b>			
002	Console Delivery to CCAFS Hangar AE LVDC #1	Lot	<b>TBP</b>
003	Console Delivery to CCAFS Hangar AE LVDC #2	Lot	<b>TBP</b>
004	Console Delivery to CCAFS Hangar AE LVDC #3	Lot	<b>TBP</b>
005	Console Delivery to VAFB Bldg. 836 LVDC #1	Lot	<b>TBP</b>
006	Console Delivery to VAFB Bldg. 836 LVDC #2	Lot	<b>TBP</b>
007	Console Installation at CCAFS Hangar AE LVDC #1	Lot	<b>TBP</b>
008	Console Installation at CCAFS Hangar AE LVDC #2	Lot	<b>TBP</b>
009	Console Installation at CCAFS Hangar AE LVDC #3	Lot	<b>TBP</b>
010	Console Installation at VAFB Bldg. 836 LVDC #1	Lot	<b>TBP</b>
011	Console Installation at VAFB Bldg. 836 LVDC #2	Lot	<b>TBP</b>
012	CCAFS Hangar AE LVDC #2 Alternative 1 Material Delivery	Lot	<b>TBP</b>
013	VAFB Bldg. 836 LVDC #2 Alternative 1 Material Delivery	Lot	<b>TBP</b>

**B.2 TOTAL AWARD AMOUNT**

The guaranteed minimum value of this contract is **TBP**. The maximum potential value of this contract is **TBP**.

**B.3 TOTAL CONTRACT AMOUNT**

The total Firm-Fixed price of this contract for all definitized work under the contract is **TBD**. This amount includes CLIN(s) 001.

**SECTION C – CONTRACT TERMS AND CONDITIONS****C.1 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (MAY 2015)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 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:

\_X\_ (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).

\_X\_ (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)).
- \_X\_ (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).
- \_X\_ (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)).
- \_X\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_X\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_X\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_X\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_X\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- \_X\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_X\_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- \_X\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_X\_ (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.
- (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.

- \_\_\_ (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).
- \_\_\_ (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).
- \_\_\_ (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) \_\_\_\_ (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.

(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.

## **C.2 FAR 52.216-18 – ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through **June 30, 2017**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**C.3 FAR 52.216-19 – ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \_\_\_\_\_ **TBP** \_\_\_\_\_, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

Any order for a combination of items in excess of \_\_\_\_\_ **TBP** \_\_\_\_\_; or

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (30) thirty days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**C.4 FAR 52.216-22 – INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **June 30, 2017**.

## C.5 TASK ORDER ORDERING PROCEDURES

### Task Order Proposal Evaluation/Selection Criteria

In accordance with FAR 16.505(b)(1), each Launch Vehicle Data Center (LVDC) Console IDIQ awardee will be provided a fair opportunity to be considered for award of the Phase 2 effort. The Phase 2 effort will consist of CLINs 002 – 013.

The Government will use a tradeoff process in making the source selection to obtain the best value to the Government. The Government's evaluation will be based on the following factors and subfactors:

- (1) Technical Capability
  - a. Compliance with the Statement of Work & Appendices
  - b. Ergonomics – Elements of Ergonomics include but are not limited to: ease of access and convenience to change monitor positions, ease of access to and non-interference of user power and data ports, and adequate under desk clearance for legs.
  - c. Quality of Workmanship – Elements of Quality of Workmanship include but are not limited to: clean rounded welds where used, even and level adjacent work surfaces, well-fitting components, and stability of consoles.
  - d. Durability – Elements of Durability include but are not limited to: mar resistant work surfaces and components that will not wear, bend, or deform from normal use.
  - e. Maintainability – Elements of Maintainability include, but are not limited to: ease of cable and power access, ease of access to and change out of connection ports, ease of CPU/computer display access and change out, and capability to remove and reinstall components with no loss of function.
  
- (2) Price – The evaluated price will be based on the total price of CLINs 002 – 013. The evaluated price will also include the addition of a 12% evaluation factor, if applicable, in accordance with FAR 25.105. The evaluation factor, if applicable, will be applied on a group basis to the total quoted price for the Phase 2 effort (CLINS 002 – 013).

A Request for Task Order Proposals will be issued to the Phase 1 IDIQ awardees after receipt of the Phase 1 demonstration units. It is currently contemplated that the Request for Task Order Proposals will only solicit Firm Fixed Prices for the Phase 2 effort. Proposed prices in response to the Request for Task Order Proposals shall not exceed the Firm Fixed Prices currently in Section B, Table B.1 of this contract. Responses to the Request for Task Order Proposals will be due within seven (7) calendar days from the date of the Request. Evaluations for the Phase 2 effort will be based on the information previously provided in the Quotations submitted in response to RFQ #NNK15538997Q, the findings resulting from the Government's evaluation of the demonstration units provided under the Phase 1 effort, as well as the prices proposed in response to the Request for Task Order Proposals. The Government reserves the right to modify the

evaluation criteria and data requirements. The final evaluation criteria and data requirements will be defined in the Request for Task Order Proposals.

### **Award of a Task Order**

(i) The Contracting Officer will notify the Contractor of ATP of the Phase 2 effort via award of the task order. The task order award may consist of all CLINs (CLINs 002 - 013), or some of the CLINs. In any event, only the Phase 2 Task Order Contractor is eligible to perform the work for the Phase 2 CLINs. If it is determined during the contract's ordering period that additional CLINs (CLINs 002-013) not ordered at the Phase 2 task order award are needed, a new task order will be processed to order these CLINs from the Phase 2 Task Order Contractor. These CLINs would be ordered at the prices originally proposed in response to the Phase 2 Request for Task Order Proposals. However, the Government is under no obligation to purchase anything beyond the guaranteed minimum value specified in the contract.

(ii) Each of the IDIQ Contractors will be notified of the Government's award of the Phase 2 Task Order.

## **C.6 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)**

### **A. Identification of Employees**

#### **1. Badging**

i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website: <http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>. Badges must be obtained before personnel may access the work site and the contractor is responsible for submitting complete, accurate, and timely security investigation and badge request information. The government is not liable for any project delays resulting from the contractor's failure to provide required information or the contractor's inability to achieve favorable investigative results.

ii. Prior to performance, the contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.

1. Contract number and location of work site(s);
2. Contract commencement and completion dates;
3. Status as prime or subcontractor; and,
4. Name of the contractor designated security/badging official.
5. A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

iii. Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the contractor as soon as possible but in no case more than thirty days from initial badging.

iv. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.

v. Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

## 2. Investigations

i. All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day period is for an individual's aggregate access across all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.

ii. All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Technical Representative (COTR), or the COTR's designee:

1. FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)
2. Standard Form 85, Questionnaire for Non-Sensitive Positions;
3. Optional Form 306, Declaration for Federal Position Employment; and,
4. Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COTR or COTR's designee)

## B. Badging Restrictions/Categories

4. Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS requires the contractor to have a KSC Area Permit and contractors may be granted "escorted" or "unescorted" access to these areas in accordance with KNPR

1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.

- i. The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.
- ii. One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR or designee. The contractor shall maintain a record of employees receiving the training.

### **C.7 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (SEPT 2012)**

The Contractor shall comply with the publications below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The following compliance documents may be found at:  
<http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>

KNPR 8715.2, Comprehensive Emergency Management Plan  
 KNPR 1600.1, KSC Security Procedural Requirements  
 KNPR 8500.1, KSC Environmental Management  
 KNPR 8715.3, KSC Safety Practices Procedural Requirements

Check if applicable:

- |   |              |   |
|---|--------------|---|
| X | KNPD 1810.1  | KSC Occupational Medicine Program                               |
|   | KNPR 1860.1  | KSC Ionizing Radiation Protection Program                       |
|   | KNPR 1860.2  | KSC Nonionizing Radiation Protection Program                    |
|   | KNPR 1820.3  | KSC Hearing Loss Prevention Program                             |
|   | KNPR 1820.4  | KSC Respiratory Protection Program                              |
|   | KNPR 1840.19 | KSC Industrial Hygiene Programs                                 |
| X | 45SWI40-201  | 45th Space Wing Instruction 40-201 Radiation Protection Program |
|   | KNPD 1800.2  | KSC Hazard Communication Program                                |
| X | KNPR 1870.1  | KSC Sanitation Program  |
|   | KNPR 2570.1  | KSC Radio Frequency Spectrum Management Procedural Requirements |
|   | KNPR 4000.1  | Supply and Equipment System Manual                              |
|   | KNPR 6000.1  | Transportation Support System                                   |
|   | KNPR 8715.7  | KSC Construction Contractor Safety and Health Practices         |

- Procedural Requirements  
X KNPR 8830.1 Facilities and Real Property Management Procedural Requirements

## **C.8 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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

### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:**

- FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
- FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAY 2015)
- FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATION (JUN 2013)
- FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- FAR 52.247-34 F.O.B. DESTINATION (NOV 1991)

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

- NFS 1852.215-84 OMBUDSMAN (NOV 2011) ALTERNATE 1 (JUN 2000)
- NFS 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)
- NFS 1852.223-70 SAFETY AND HEALTH (APR 2002)
- NFS 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APR 2002)
- NFS 1852.223-75 MAJOR BREACH OF SAFETY AND SECURITY (FEB 2002) ALT I (FEB 2006)

**C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/?q=browsefar>

GSA FAR Homepage

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

NASA FAR Supplement  
Homepage

**SECTION D – STATEMENT OF WORK & APPENDICES****Statement of Work (SOW) for  
Launch Vehicle Data Centers  
Consoles Upgrade 2015****Purpose:**

The purpose of this procurement is to obtain control room consoles and the materials and labor to install them in support of the refurbishment and modernization of the NASA Launch Services Program (LSP) Launch Vehicle Data Centers (LVDCs) located at Cape Canaveral Air Force Station (CCAFS) and Vandenberg Air Force Base (VAFB). There are two phases to this procurement as described below.

**Phase 1**

The contractor shall provide for the delivery of a Demonstration Unit consisting of two consoles for Hangar AE at CCAFS, as well as the travel costs of a contractor representative to assemble the demonstration unit at Hangar AE. The demonstration unit shall consist of two adjacent data intensive consoles at the southeast corner of Hangar AE LVDC #1 and shall meet the full specifications shown in Appendix A. The console positions to be used as demonstration units are identified on the Hangar AE LVDC #1 Floor Plan (Appendix B, Figure 1).

The demonstration unit shall be delivered to Hangar AE at CCAFS, 90 days after award of the Phase 1 contract. The demonstration units shall remain in possession of LSP at Hangar AE until the award of the Phase 2 effort. The demonstration units will be outfitted as fully functional operational LVDC consoles by others. The contracting officer will provide shipping instructions to the contractor for the demonstration unit. NASA will pay for the shipment of the demonstration unit and travel costs of a vendor representative to assemble the demonstration unit at Hangar AE.

The contractor selected for the Phase 2 effort may use the supplied demonstration units in the final installation of Hangar AE LVDC #1. Phase 1 contractors not selected for award of the Phase 2 effort shall arrange through the contracting officer to have their demonstration units returned to them.

**Phase 2**

The contractor shall provide control room consoles and the materials and labor to install them in CCAFS, Hangar AE, LVDC's 1-3 and in VAFB Building 836, LVDC's 1 and 2 in accordance with Appendix B, Figures 1-5.

Alternative 1 - The contractor shall also provide, if required, all hardware needed to expand LVDC-2 by an additional four console positions at both Hangar AE and Building

836 as shown in Appendix B figures 6 and 7. This shall include all materials and accessories needed to install and integrate into the existing adjacent consoles, two additional data intensive console positions and two general usage consoles as well as replace two corner consoles with two data intensive consoles as shown in Appendix B, Figures 6 and 7. The installation of these additional LVDC #2 console positions will be done by others at a later date.

### **Work Locations:**

The work location for the Phase 1 effort is: Cape Canaveral Air Force Station, FL; Building 60680 (Hangar AE); Rooms 1120 (LVDC #1), 1130 (LVDC #2), and 1140 (LVDC #3).

The work locations for the Phase 2 effort are:

1. Cape Canaveral Air Force Station, FL; Building 60680 (Hangar AE); Rooms 1120 (LVDC #1), 1130 (LVDC #2), and 1140 (LVDC #3).
2. Vandenberg AFB, CA; Building 836 (Telemetry and Mission Support Building); Rooms 20B (LVDC #1) and 20C (LVDC #2).

### **Console Specification, Floor Plan Layout, and Description:**

The control room consoles shall meet the specifications as detailed in Appendix A. The quantity and position of each console type in the LVDCs are identified in the Appendix B drawings which show the floor plan layouts for each LVDC room.

Four sizes of consoles will be used to meet the requirements of the procurement. They will be referred to as:

- 1) **Data Intensive** - Consoles sized width wise to accommodate two 27" 16:9 aspect ratio data monitors side-by-side.
- 2) **Corner Data Intensive** – Consoles of varying width but sized to accommodate two 27" 16:9 aspect ratio data monitors.
- 3) **End Unit Console** – Consoles of width size to accommodate three 27" 16:9 aspect ratio data.
- 4) **General Usage** - Consoles sized widthwise to accommodate a single 27" 16:9 aspect ratio data monitor.

### **Installation:**

This section is applicable to both Phase 1 and 2. The contractor shall be responsible for the complete installation of the console furniture and associated contractor supplied accessories. This shall include transportation of all materials to the work site and staging of materials inside the LVDC rooms. Contractors shall be responsible for cleanup after installation. Removal of existing equipment, wiring, and consoles; leveling of computer flooring; closing up of inter-LVDC door openings; replacement of wall coverings;

installation of equipment in and wiring of the new consoles; and activation of the LVDC will be done by others.

## **Phase 2 Console Installation Schedule Windows:**

The LVDCs are operationally active rooms in support of launch vehicle testing and launches. Only a single LVDC can be taken out of service at a time. As such, the console installation work can only be done one LVDC at a time and in conjunction with and coordinated with complimentary upgrade and modernization activities performed by others.

Total work windows in each LVDC will be approximately six weeks as shown in the tentative schedule below. The contractor shall have no more than 7 working days to install the new consoles in each LVDC. The contractor will have access to the LVDCs beginning with the fourth week of the out-of-service window. Work periods may be adjusted in dates and/or duration to meet LSP operational support requirements. The Contractor will be notified of any schedule changes.

The tentative LVDC out-of-service work windows are:

CCAFS Hangar AE LVDC #1	12/13/2015 – 01/23/2016
CCAFS Hangar AE LVDC #3	02/07/2016 – 03/19/2016
CCAFS Hangar AE LVDC #2	04/03/2016 – 05/14/2016
VAFB Bldg. 836 LVDC #1	05/15/2016 – 06/25/2016
VAFB Bldg. 836 LVDC #2	07/10/2016 – 08/20/2016

## **Working Hours:**

The working hours are applicable to phases 1 and 2. Installation shall be done during normal working hours at either site.

Normal working hours for CCAFS are:

Sunday-Saturday                      0700-1800 (local)

Normal working hours for VAFB are:

Sunday-Saturday                      0700-1800 (local)

## **Storage:**

Storage is applicable to phases 1 and 2. Storage is available at both CCAFS and VAFB for the contractor to transport all the material needed for the installation at a site into a single shipment and store it until it is needed. The contractor shall be responsible for receiving the shipment at the site and storing it in the designated area. Storage areas at both locations are within 0.5 miles of the work site.

Upon completion of the installation work at either site, the contractor will have 7 days to remove all excess material and packaging from the designated storage areas.

### **Badging:**

Badging is applicable to phases 1 and 2. Contractor personnel must be badged to enter the gates at both CCAFS and VAFB. Temporary badges will be issued to contractor approved personnel. The badging process differs at the two locations and each location requires the contractor to complete the badging process at that location independent of the other.

#### Cape Canaveral Air Force Station/Kennedy Space Center (CCAFS/KSC):

The contractor shall submit the following information to the contracting officer a minimum of seven (7) calendar days prior to a visit for each individual needing access to the CCAFS location. The information to be submitted is:

- 1) Full name (Last, First MI)
- 2) Country of Citizenship
- 3) One of the following: SSN, Passport #, Naturalization #, or Alien Registration # (Green Card)
- 4) Company Name and Address
- 5) Date of Birth
- 6) Place Of Birth
- 7) Start Date of Visit
- 8) End Date of Visit

Temporary badges can be issued for up to 30 days at a time so it is only necessary to submit one visitor badge request per person for multiple visits within a thirty day window. The start date to use is the initial visit start date and the end date is the date of completion for the last visit within the 30 day window.

The information will be forwarded to the KSC badging office where the badges will be issued. The KSC badging office is located on the NASA Causeway (extension of SR 405 onto Kennedy Space Center). The building number is M6-0224 and there is a sign along the road identifying it as the KSC Badging Office. While heading east on the NASA Causeway, the badging office is the first building past the traffic signal at the entrance to the Kennedy Space Center Visitor Center on the south side of the road.

The KSC Badging Office is open Monday through Friday from 6 am to 4 pm for issuance of temporary badges. An individual must appear in person and present a photo Identification of themselves for a badge to be issued.

#### Vandenberg Air Force Base (VAFB):

For access to VAFB, visitors must obtain either a Visitor Pass (AF Form 75) or a Defense Biometric Identification System badge (DBIDS), from the Visitor Control Center at Santa Maria Gate. For visits less than 30 days, an AF Form 75 will be issued. Visits of more

than 30 days and up to one year will require a DBIDS badge. Some form of picture identification is required for every person entering VAFB and anyone at any time is subject to an identification and vehicle check. Provided all access requirements have been satisfied and an authorization letter has been received by the Visitor Control Center 24 hours prior to the visit, temporary passes can be issued for up to one year.

The contractor shall submit the following information to the contracting officer a minimum of seven (7) calendar days prior to a visit for each individual needing access to the VAFB location. The information to be submitted is:

- 1) Full Name (as it appears on driver's license)
- 2) Company name
- 3) Purpose of Visit
- 4) Date(s) of Visit
- 5) Times of Day access is required (e.g., 07:00 – 16:00, 24 hours per day, etc.)
- 6) Days of Week access is required (M-F, 7 days a week, etc.)

The information will be forwarded to the VAFB Visitor Control Center where the badges will be issued.

All visitors must report to the Visitor Control Center to obtain VAFB access badges prior to admittance onto VAFB for the first time. Notify the Security personnel the sponsor is **a.i. solutions** (not NASA). Visit letters are filed under the name of the sponsoring organization.

Individuals will present the following items to the United States Air Force Security personnel:

- 1) Valid Driver's License,
- 2) Vehicle Registration
- 3) Proof of Insurance (if driving a rental vehicle, present the car rental agreement).

The Visitor Control Center, Building 17596, is located at Highway 1 and Lompoc-Casmalia Road. Hours of operation are 0600 to 1630 Monday through Friday. The Visitor Control Center is closed weekends, holidays and AF down days.

## **APPENDIX A**

### **LVDC CONSOLE FURNITURE SPECIFICATIONS FOR PHASE 1 AND PHASE 2 EFFORTS**

#### **1. DESCRIPTION**

##### **Work Units**

- a. The vendor shall supply a modular, expandable and reconfigurable workstation system that supports the installation of computers, monitors, and other equipment.
- b. The workstation system shall provide a work surface of specified size, a system to support the monitors and equipment, and shall be capable of accommodating a mount method to support a mini tower computer. The mini tower computer mount shall be removable, and shall be located underneath the desk's work surface at a location that does not interfere with user leg room or other ergonomic aspects of the work units.
- c. The workstations shall provide LED task lighting.
- d. The base console and corner sections shall include an integrated cable management system that provides discrete routing of cables and wires.
- e. The work surfaces shall be solid scratch resistant cleanable surfaces with an integrated flip up power and cable port bay populated as described in the Accessories section later.

#### **2. SIZE**

- a. The distances between workstation console furniture rows and workstation console furniture to walls as shown in the Appendix B room floor plan layout drawings shall be maintained as a minimum.
- b. The Data intensive consoles shall have a work surface of 52 inches wide with a minimum depth of 28 inches.
- c. The Corner Data Intensive consoles shall have a minimum work surface depth of 28 inches and shall have lengths and widths to form continuous work surfaces with adjacent units as shown in appendix B.

- d. The end units shall have a minimum work surface depth of 28 inches and width as shown in appendix B.
- e. The General use consoles shall have a work surface of 36 inches wide with a minimum depth of 28 inches.
- f. The thickness of the work surfaces shall be a minimum of 1.125 inches and be consistent for all work surfaces.
- g. Corner units and end units consoles as shown on the floor plan drawings shall have a depth no less than the data intensive consoles.
- h. Work surfaces of adjacent consoles shall provide a continuous surface.
- i. Work surfaces with exposed corners shall have a minimum 2 inch rounded corner on the exposed corners.
- j. The work surfaces of all consoles shall be the same height. The height of the work surfaces shall be 29 inches  $\pm$  0.5 inches.

### **3. MATERIALS**

- a. Workstation shall be constructed with a steel frame or equivalent.
- b. Desk legs and framework shall be a minimum of 16-gauge (.060") steel or equivalent.
- c. Steel frames shall be of pre-welded and formed construction. All exposed welds shall be filed smooth and sharp corners eliminated.
- d. The vertical support structure shall be recessed a minimum of 9 inches from the front edge of the work surface.
- e. Workstations shall have a solid work surface with finished integrated edges on the front, back, and sides. The underside of the work surface shall be capable of supporting screw mounted brackets and accessories.
- f. Cable management wire ways shall be constructed of steel or equivalent.
- g. The assembly of the consoles shall be accomplished without the need for welding or carpentry work.
- h. Side panels will be steel or of same material as the work surface.
- i. The finished individual consoles shall at a minimum be able to support the weight of the installed equipment identified in sections 6 and 7, plus an additional 300 lbs.

### **4. FINISH AND COLOR**

- a. All steel frame components, including CPU tower supports and accessories shall have a zinc oxide wash primer with a black baked-on textured enamel paint finish or equivalent.
- b. The Work surfaces shall be light colored matte finish to contrast with the

finished steel structure color.

- c. The vendor will submit a work surface color palette with the initial proposal for selection by the CO.

## 5. ACCESSORIES

- a. Each workstation position shall have a recessed bay, covered by a lid, which houses user power receptacles and communication ports. The lid shall be flush with the work surface and include a notch for cable pass through. The bay shall be located in the rear center of the work surface. The recessed bay shall contain at a minimum:
  - i. Two NEMA 5-15R 120V receptacles.
  - ii. Keystone jack receptacles.
  - iii. Populate receptacles with the following keystone types.
    - 1. 4 USB 3.0
    - 2. 2 RJ-45 cat 6a
    - 3. 2 blank
- b. Task lighting
  - i. The workstations shall provide LED task lighting.
  - ii. The task light shall be mounted on the horizontal or vertical mounting rail.
  - iii. Each console position shall be equipped with a separate task light.
  - iv. Each task light shall provide brightness control and directional capability.
- c. Internal power and communication receptacles
  - i. Each LVDC is equipped with twelve underfloor NEMA 5-20R receptacles each fed from a dedicated 20amp circuit.
  - ii. Console furniture power distribution shall be evenly distributed from these circuits.
  - iii. Each console position shall provide six NEMA 5-15R receptacles for installed computers and monitors.
- d. Cable Management
  - i. Provide an integrated cable management system.
  - ii. The cable management system shall provide isolation between power and network cabling.
  - iii. Vertical cable management extending up from the floor shall be provided at a minimum of every fourth console position.
  - iv. Provide a continuous cable management path between adjacent consoles.

## 6. MONITOR MOUNTING SYSTEM

- a. The vendor shall supply fully articulated monitor mounting arms at each workstation.
- b. Quantities

- i. One each for general use consoles
  - ii. Two each for data intensive and corner consoles
  - iii. Three each for end units.
- c. Articulation:
  - i. The mounts shall allow the bottom edge of monitors to adjust vertically from the top of the work surface to 12 inches above the work surface.
  - ii. The mounts shall allow the back of the monitors to adjust from a depth at the mount location to a position 8 inches from the front edge of the work surface.
  - iii. The mounts shall allow 27 inch monitor's the left side vertical to align over the left edge of the console work surface and its right side vertical edge to align over the right edge of the console work surface for a general use console. Monitor mounts for other console types shall have the same lateral articulation capability.
  - iv. Monitor mounts shall have the capability to allow the monitor to tilt and pan a minimum of  $\pm 30^\circ$ .
- d. Capacity
  - i. Support VESA mount devices up to 40 lbs.
- e. Cable management
  - i. Provide method to route cables from monitors to beneath work surface
- f. Articulating Arm Mounting System
  - i. The articulating arms shall be mounted on a continuous horizontal or vertical rail mounting system at the back edge of the console work surface. It shall extend no higher than 8 inches above the console work surface.
  - ii. Expansion capability.
    1. The monitor mounting system shall provide built-in expansion capability.
    2. The system shall support retrofit with double vertical stack monitor arms.
    3. The system shall allow retrofitting articulating arms without the need for replacing or modifying work surfaces or other workstation components.
    4. The continuous rail mounting system shall support the installation of additional articulating arms as follows:
      - a. Each room shall support a 50% increase in articulating arms.
      - b. The system shall allow repositioning of articulating arms at any point along the length of the consoles.
    5. The system shall allow the installation of additional articulating arms without the need for replacing or modifying work surfaces or workstation structural components.

## **7. MINI-TOWER COMPUTER MOUNT**

- a. Each console position shall include a removable mount for a mini-tower computer.
- b. The mount shall be sized to accommodate a mini tower case size of: 17.0”H x 8.5”W x 17.5”D.
- c. The mount shall support a weight of up to 20 lbs.
- d. The mount shall position the mini tower computer a minimum of 9 inches from the front edge of the work surface.
- e. The mount shall integrate with console cable management system
- f. Each room shall be capable of supporting the installation of additional removable mounts for a mini-tower computer as follows:
  1. Each room shall support a 50% increase in removable mounts for mini-tower computers.
  2. Mount locations for additional mini-tower computer removable mounts shall be evenly spaced among the consoles.

## **8. STANDARD COMMERCIAL WARRANTY**

The consoles shall be warranted against defects in materials and workmanship for a minimum period of ten years on the adjustable, hinged, or sliding components; minimum of two years on electrical and communication components and ports; and a lifetime warranty on the structural steel components.

**APPENDIX B  
FLOOR PLAN LAYOUTS  
LAUNCH VEHICLE DATA CENTERS**

Figure 1 (Rev 6) CCAFS Hangar AE LVDC #1

Figure 2 (Rev 3) CCAFS Hangar AE LVDC #2

Figure 3 (Rev 2) CCAFS Hangar AE LVDC #3

Figure 4 (Rev 1) VAFB Bldg. 836 LVDC #1

Figure 5 (Rev 1) VAFB Bldg. 836 LVDC #2

Figure 6 (Rev 1) CCAFS Hangar AE LVDC #2-Alternative 1

Figure 7 (Rev 1) VAFB Bldg. 836 LVDC #2-Alternative 1

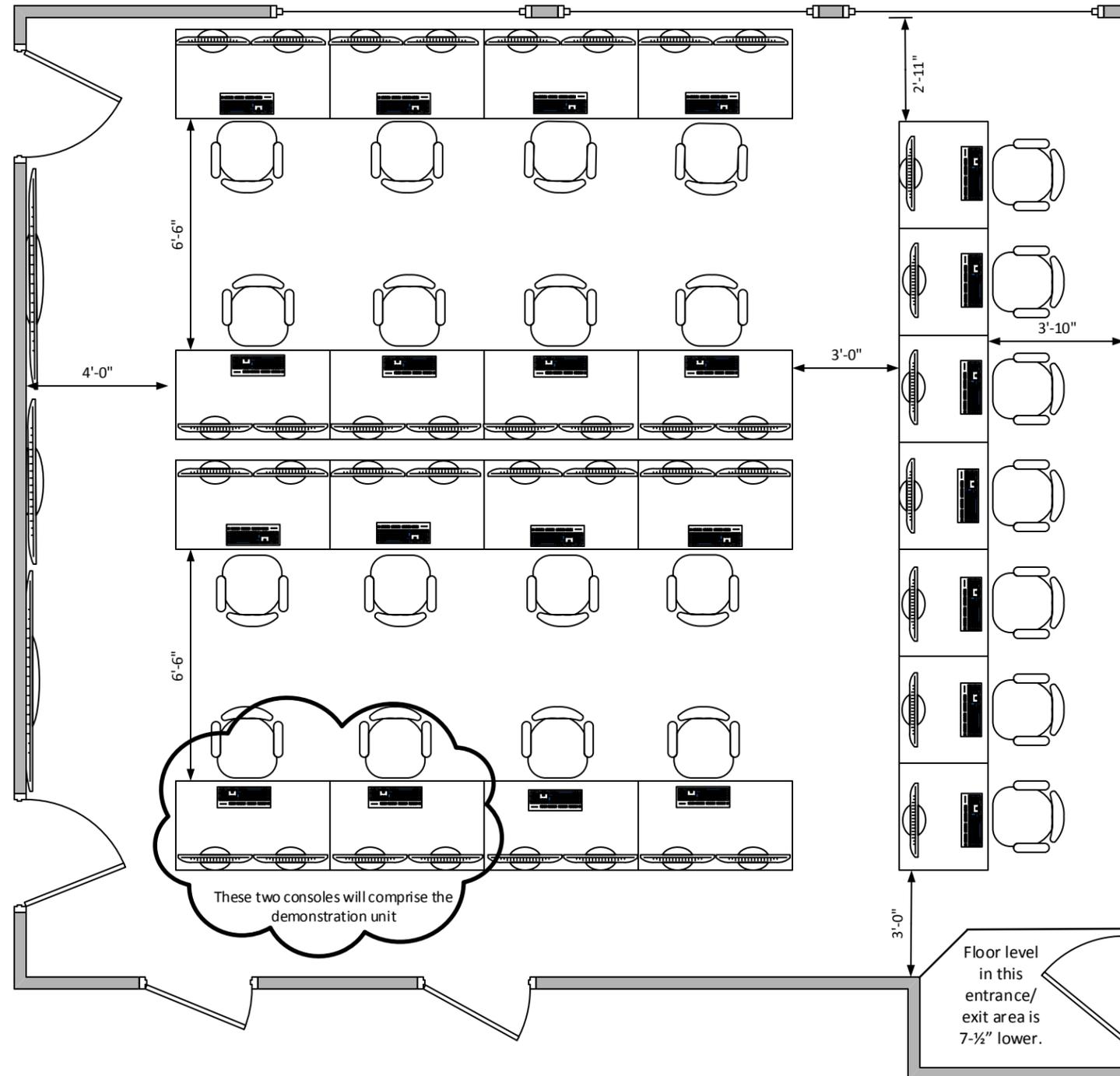
Hangar AE  
 LVDC #1  
 Hybrid Rows  
 Configuration

23 Positions  
 16 Data Intensive  
 7 General Usage

Inside Wall  
 Dimensions:  
 30' - 10 1/2" Deep  
 X  
 26' - 11" Wide

Scale: 1/4" = 1'

Rev 6  
 16 Jan 2015



(Figure 1)

Hangar AE  
LVDC #2  
Bridge Configuration

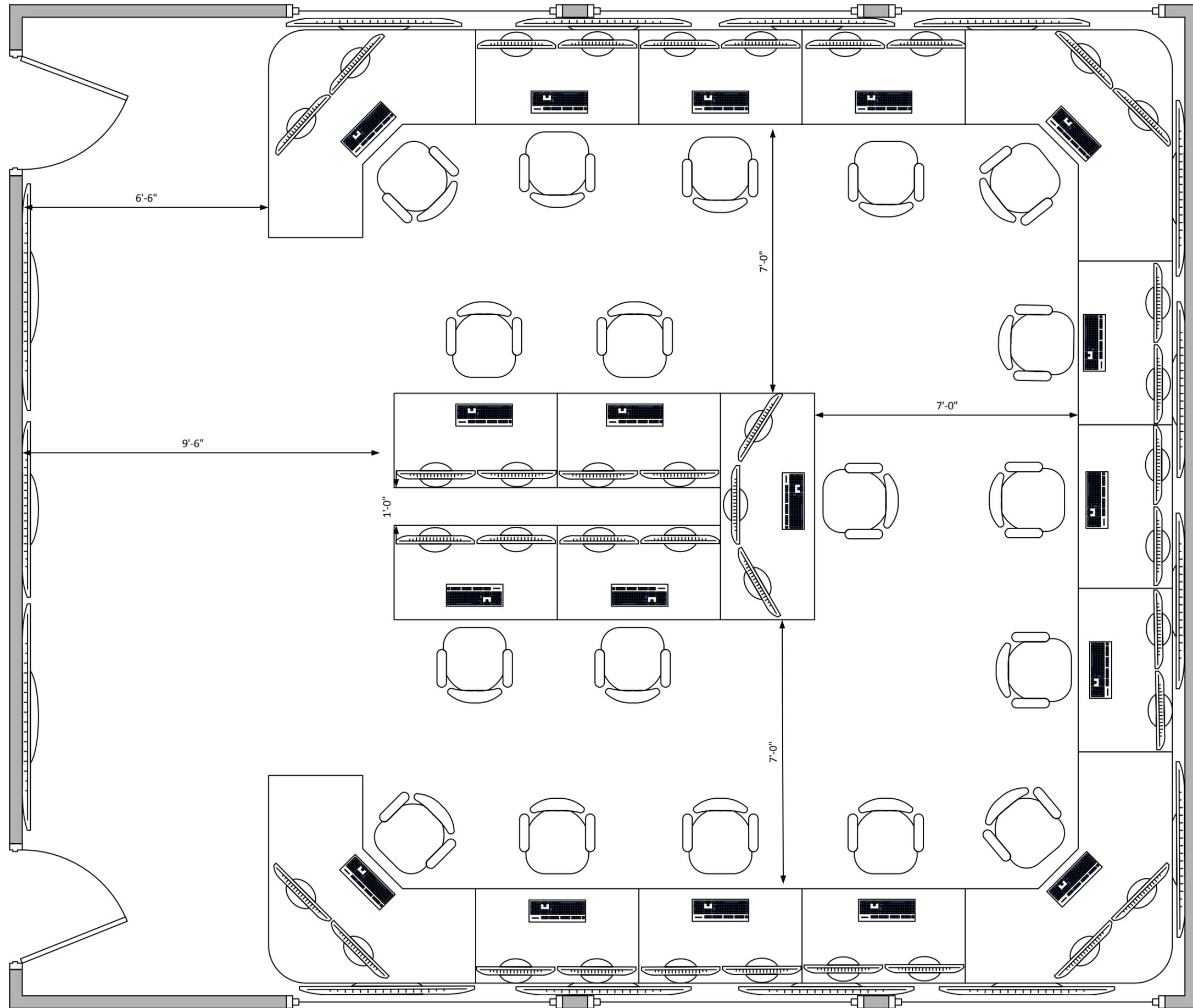
18 Positions  
13 Data Intensive  
4 Corner  
1 End

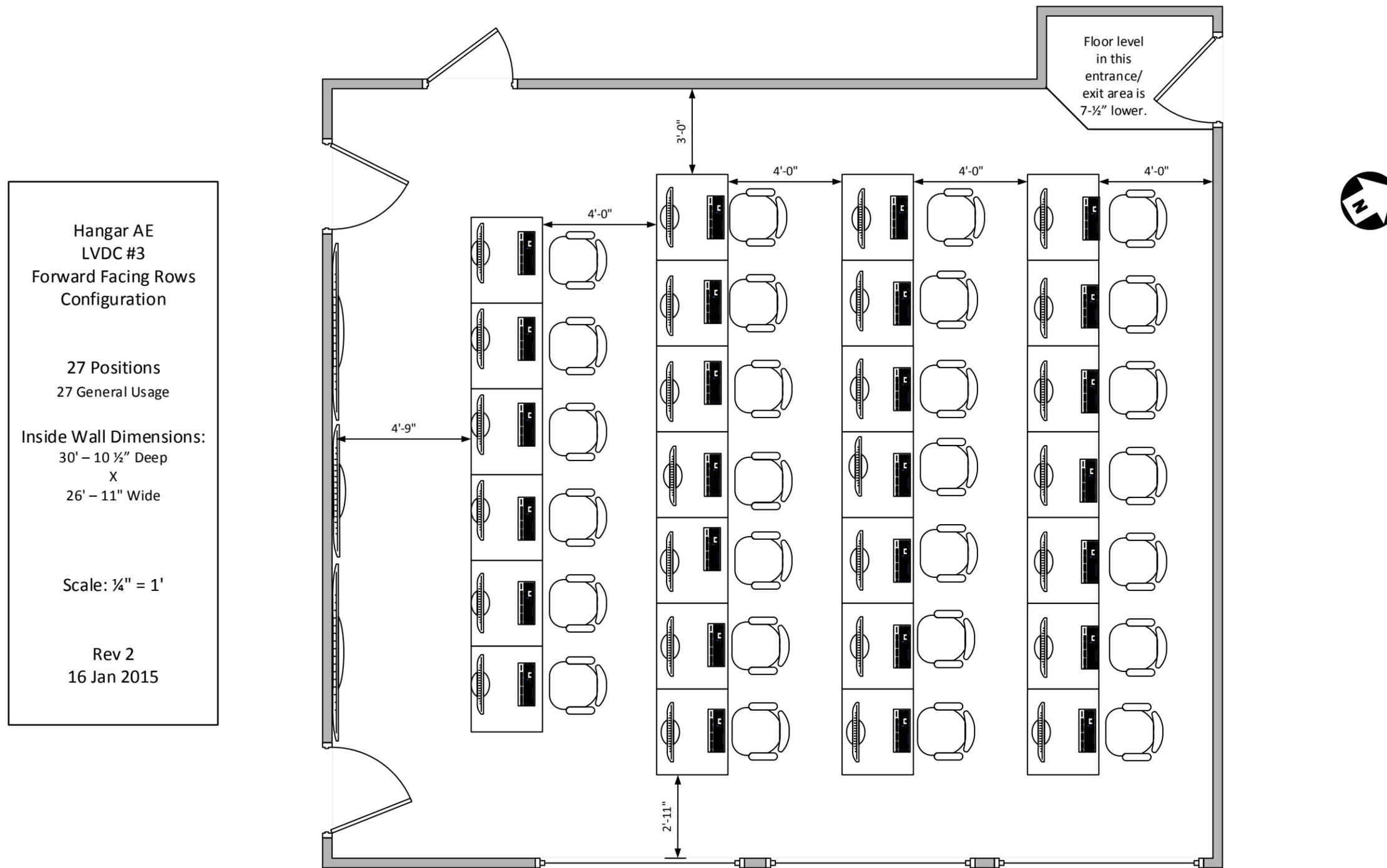
Inside Wall Dimensions:  
30' - 10 1/2" Deep  
X  
25' - 11" Wide

Scale: 3/8" = 1'

Rev 3  
16 Jan 2015

(Figure 2)





(Figure 3)

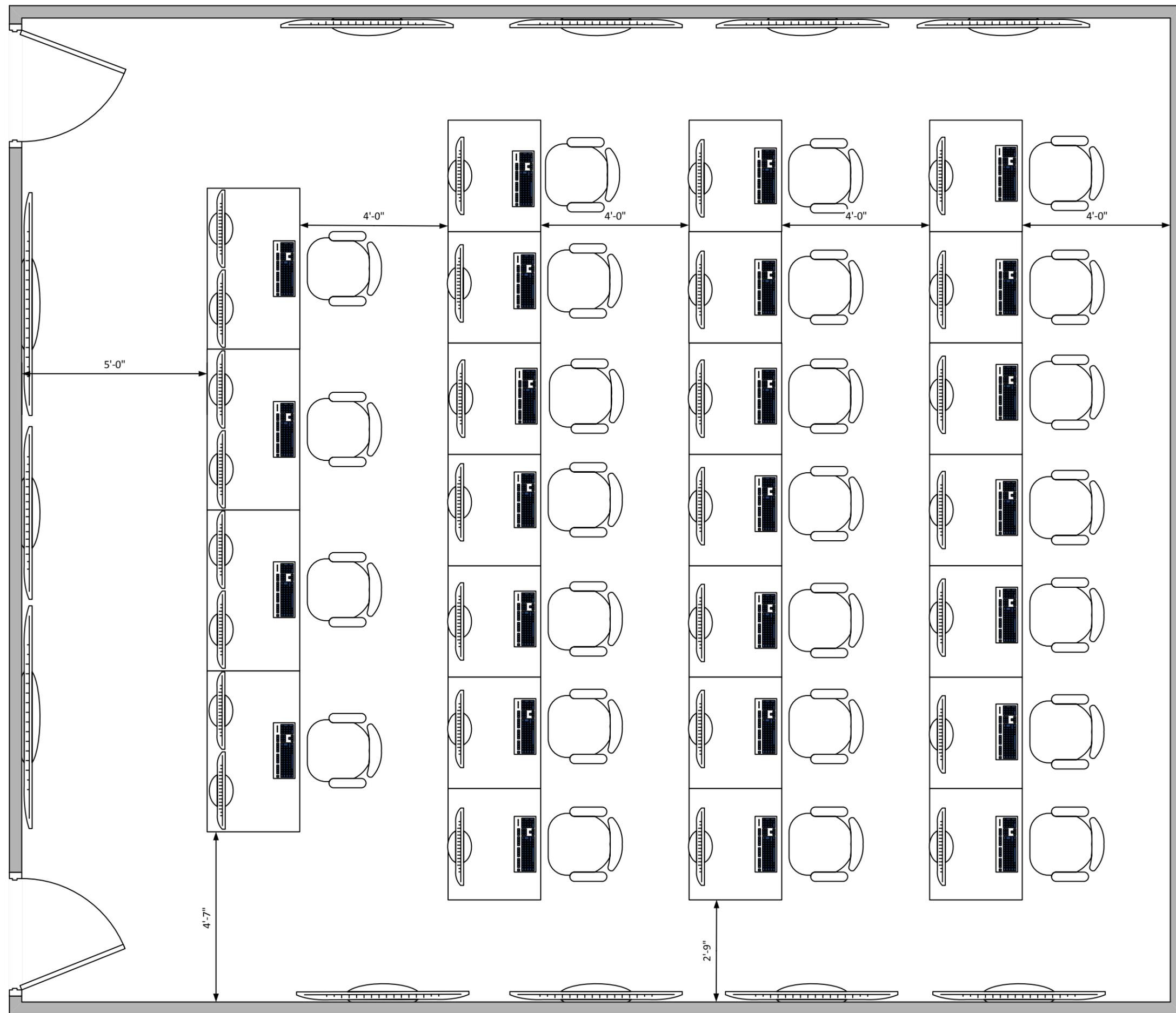
VAFB Bldg 836  
LVDC #1  
Forward  
Facing Rows Configuration

25 Positions  
4 Data Intensive  
21 General Usage

Inside Wall Dimensions:  
31' - 0" Deep  
X  
26' - 6" Wide

Scale: 3/8" = 1'

Rev 1  
16 Jan 2015



(Figure 4)

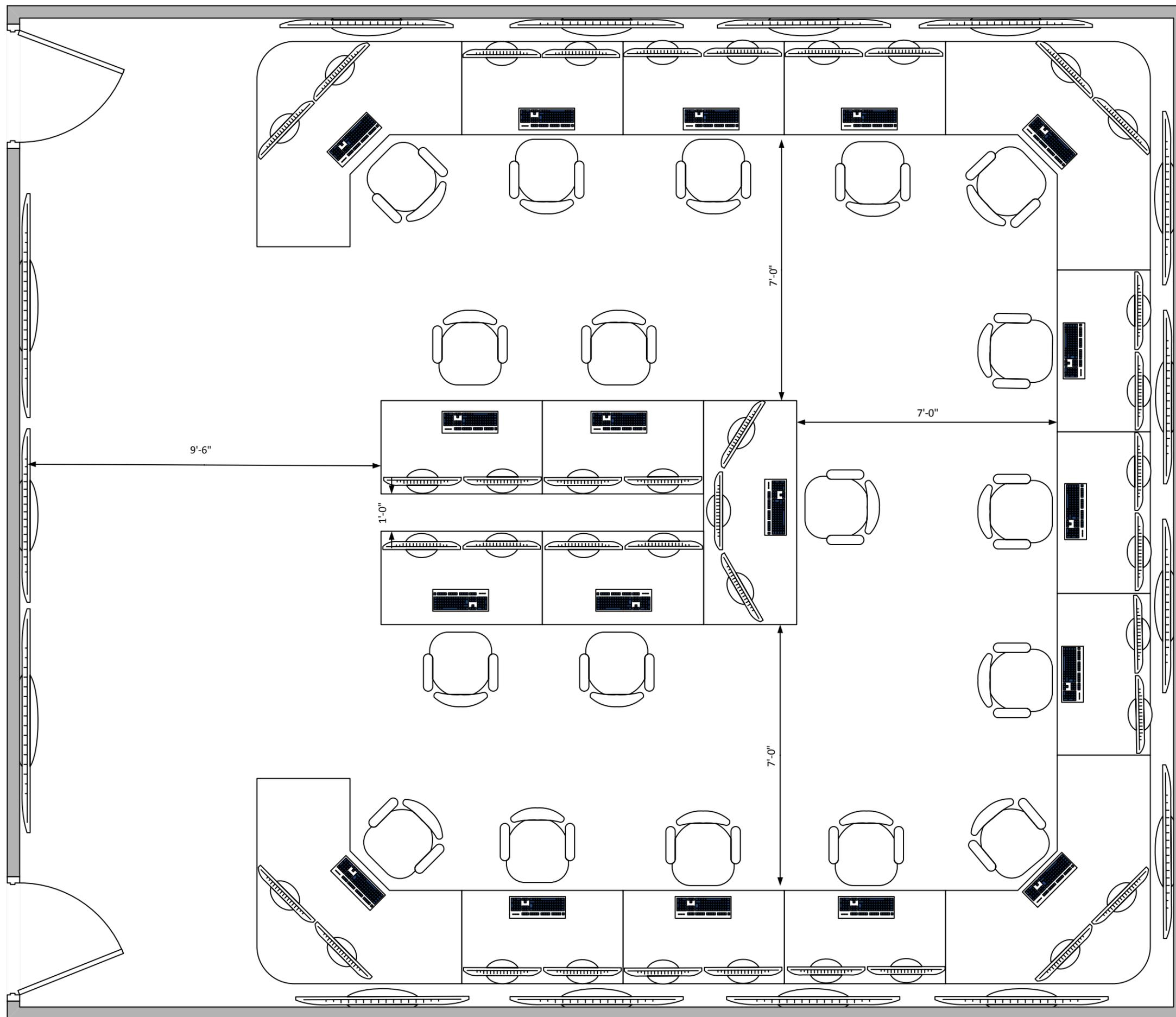
VAFB Bldg 836  
LVDC #2  
Bridge Configuration

18 Positions  
13 Data Intensive  
4 Corner  
1 End

Inside Wall Dimensions:  
31' - 0" Deep  
X  
26' - 6" Wide

Scale: 3/8" = 1'

Rev 1  
16 Jan 2015



(Figure 5)

Alternative 1 Color Key:

Blue - Identifies Data Intensive console replacing Corner console.

Red - Identifies additional General Usage console.

Green - Identifies additional Data Intensive console.

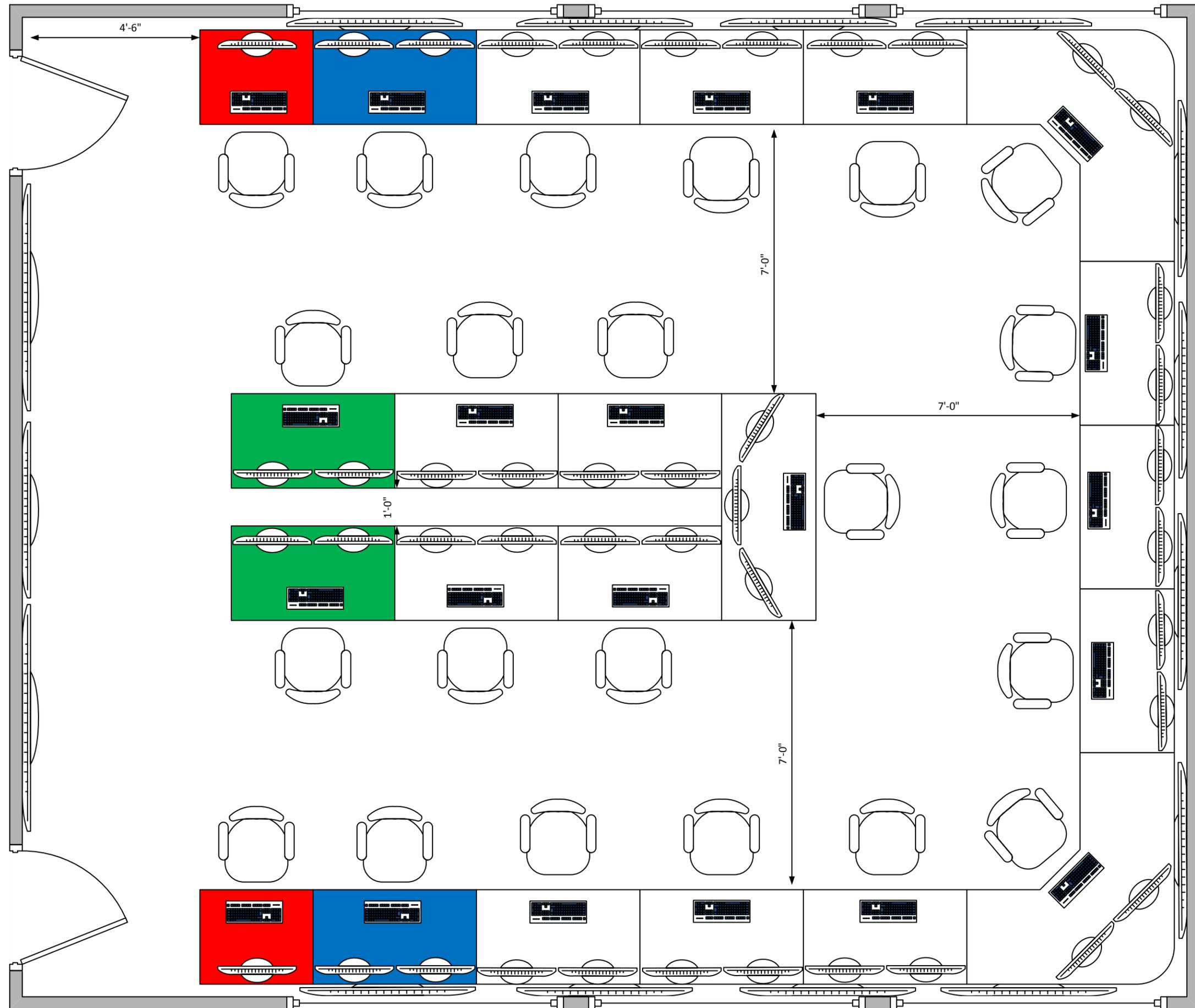
Hangar AE  
LVDC #2  
Bridge Configuration  
Alternative 1  
Highlighted

22 Positions  
17 Data Intensive  
2 General Usage  
2 Corner  
1 End

Inside Wall Dimensions:  
30' - 10 1/2" Deep  
X  
25' - 11" Wide

Scale: 3/8" = 1'

Rev 2  
24 Feb 2015



(Figure 6)

Alternative 1 Color Key:

Blue - Identifies Data Intensive console replacing Corner console.

Red - Identifies additional General Usage console.

Green - Identifies additional Data Intensive console.

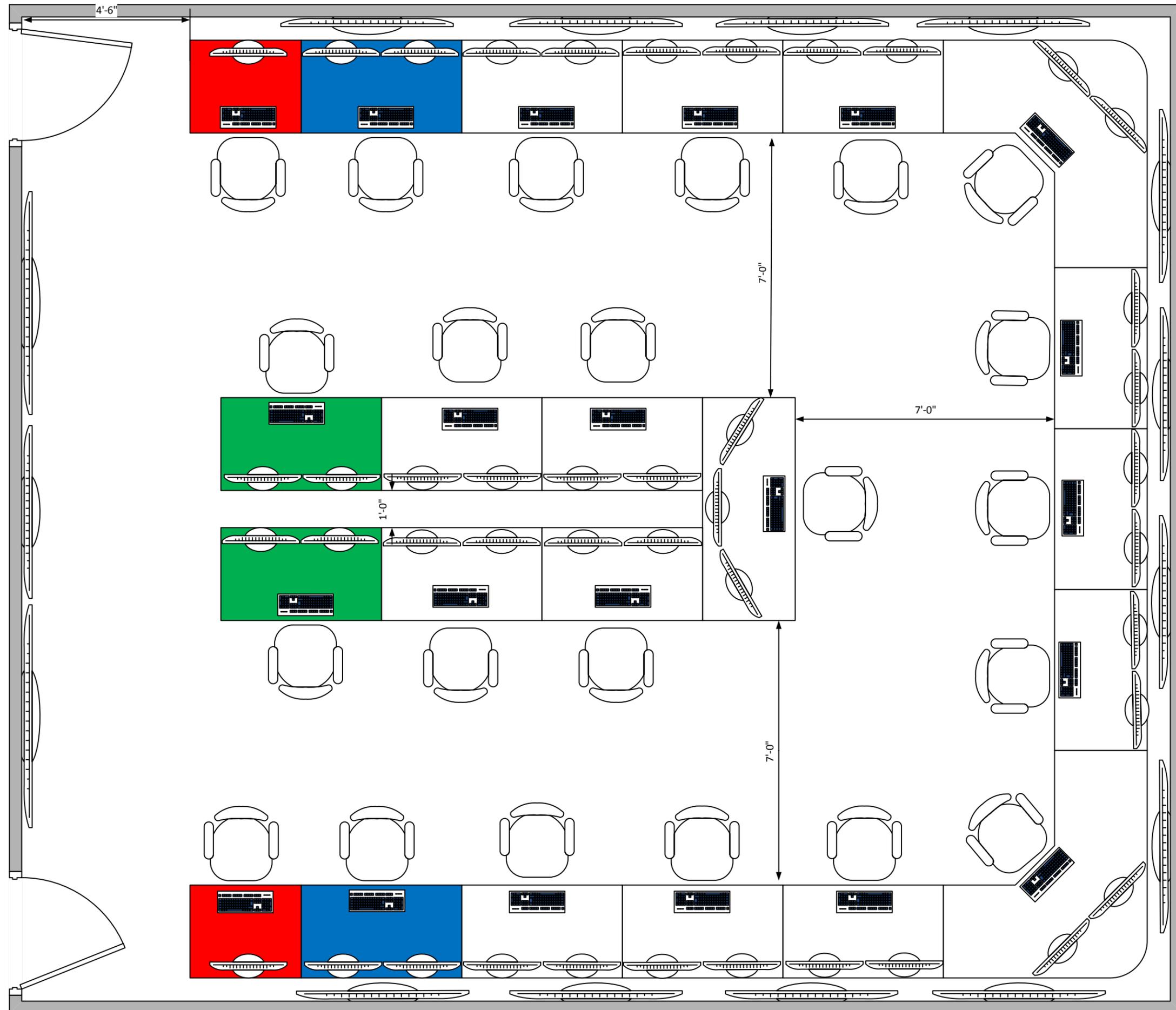
VAFB Bldg 836  
 LVDC #2  
 Bridge Configuration  
 Alternative 1  
 Highlighted

22 Positions  
 17 Data Intensive  
 2 General Usage  
 2 Corner  
 1 End

Inside Wall Dimensions:  
 31' - 0" Deep  
 X  
 26' - 6" Wide

Scale: 3/8" = 1'

Rev 2  
 24 Feb 2015



(Figure 7)

## **SECTION E – ATTACHMENT E1 - REPRESENTATIONS AND CERTIFICATIONS**

### **E1.1 FAR 52.212-3 – OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAR 2015) ALT I (OCT 2014)**

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

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

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

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

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

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

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

“Inverted domestic corporation,” 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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. *[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

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

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

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

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

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

provision.] The offeror represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

---

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

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

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

(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.

(1) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ ] TIN:\_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

- (1) 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](mailto: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)

**E1.2 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

**E1.3 52.209-7 – INFORMATION REGARDING RESPONSIBILITY MATTERS  
(JUL 2013)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

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

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

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

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

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

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

## **SECTION E – ATTACHMENT E2 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS**

### **E2.1 GENERAL INSTRUCTIONS FOR QUOTATIONS**

Sections A through D of the RFQ form the basis for the Model Contracts that will be awarded to the four Phase 1 awardees. Items marked as **TBP** (To Be Proposed) will be filled in by the Contracting Officer prior to award of the Phase 1 contracts based on information submitted in the Quotations. Quoters do not need to submit a completed Model Contract as part of their Quotations.

#### **Quotation Due Date**

Your quotation shall be submitted no later than 4:00 PM local time on June 3, 2015 via email to Joseph Bell at [Joseph.M.Bell@nasa.gov](mailto:Joseph.M.Bell@nasa.gov). Late delivery of quotations will be processed in accordance with FAR 52.212-1, Instructions to Offerors – Commercial Items.

#### **Communications Regarding This Request for Quotation**

Any communications in reference to this Request for Quotation (RFQ) shall cite the RFQ number NNK15538997Q and be directed to Joseph Bell, Contracting Officer, at [Joseph.M.Bell@nasa.gov](mailto:Joseph.M.Bell@nasa.gov). Questions regarding this RFQ must be presented in writing and shall be submitted to the above e-mail address no later than 2:00 PM local time on May 27, 2015. Questions received after that date will be considered, but may not be answered.

#### **Quotation Content**

Quoters are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of quotations in accordance with the evaluation factors provided in Attachment E3. Quoters should also include any other information that they believe to be necessary or useful in demonstrating their ability to understand and perform the work under the contemplated contract. The information below also explains what information the Contracting Officer will use to fill in the **TBPs** throughout the Model Contract for each Phase 1 awardee.

#### ***RFQ Section B – Supplies and/or Services and Task Order Prices***

Quotations shall include Section B, Table B.1, and all **TBP's** shall be replaced with Firm Fixed Prices for both the Phase 1 and Phase 2 (CLINs 001 – 013) efforts.

Prior to Phase 1 award, the Contracting Officer will replace the **TBPs** in Clause B.2 as follows: The guaranteed minimum **TBP** will be the price quoted for the Phase 1 CLIN

001 effort. The maximum potential value of the contract will be the total amount quoted for both the Phase 1 and Phase 2 (CLINs 001 – 013) efforts.

Prior to Phase 1 award, the Contracting Officer will replace the **TBP** in Clause B.3 as follows: The total Firm Fixed Price of the contract for all definitized work under the contract will be the amount quoted for the Phase 1 CLIN 001 effort.

### *Solicitation Section C – Contract Terms and Conditions*

Prior to Phase 1 award, the Contracting Officer will replace the **TBPs** in Clause C.3 as follows: The minimum order **TBP** will be the price quoted for the Phase 1 CLIN 001 effort. The maximum order **TBP** will be the total price quoted for both the Phase 1 and Phase 2 (CLINs 001 – 013) efforts.

### *Solicitation Section D – Statement of Work*

Quotations shall provide information demonstrating compliance with the Statement of Work & Appendices for both the Phase 1 and Phase 2 efforts. The information shall at a minimum include the following items:

- 1) **Layout Drawings** – Quoters shall provide a scaled plan view drawing of each LVDC and the arrangement of their furniture in it. The drawings shall identify access points for power and communication cables to their consoles.
- 2) **Console Drawings** – Quoters shall provide detailed dimensioned drawings of their console furniture configurations. The drawings shall include details of each of the four console type workstations. Console drawings shall include front, back, side, and top views that clearly show all dimensions in the view including position and size of mini tower computers. The console drawings shall include detailed sections showing the structural, mechanical, and electrical components of the consoles as well as detailed connection views between consoles.
- 3) **Delivery Plan** – Quoters shall provide a detailed plan describing the delivery of product to the sites including method of transport, labor to be used, and equipment needed to receive and store the material.
- 4) **Installation Plan** – Quoters shall provide a detailed installation plan for each room. The installation plan shall at a minimum contain details as to how the quoter's products will be handled on-site including movement into the rooms, description of labor required for the installation, description of how workstations will be connected to facility electrical power, description of equipment and tools required for the installation, and a description of installation cleanup procedures.
- 5) **Parts List** – Quoters shall provide a complete list of all the parts and components used to complete the installation for each room. The list shall at a minimum show the nomenclature, Quoter part number, quantity, and single unit cost of each part or component used in the assembled installation.
- 6) **Schedule** – Quoters shall provide a detailed schedule for the entire scope of work. The schedule shall identify all tasks needed to fulfill the contract including material delivery and handling, mobilization, installation, and cleanup. The schedule shall identify the tasks in order of planned performance and include a

start date, duration of activity, and end date. The installation tasks shall be identified for each room in the submitted schedule.

- 7) **Alternative 1** – Quotations shall separately include all the above proposal elements as applicable to performing the Alternative I effort as previously described.

***Solicitation Section E1 – Representations and Certifications***

The Quoter shall complete and provide as part of its quotation, all representations and certifications required by FAR Clause 52.212-3, Offeror Representations and Certifications – Commercial Items, Alt I.

The Quoter shall complete and provide as part of its quotation, FAR 52.209-7, Information Regarding Responsibility Matters.

**E2.2 FAR 52.211-14 – NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

**E2.3 52.216-27 – SINGLE OR MULTIPLE AWARDS (OCT 1995)**

The Government intends to award four multiple delivery order contracts as a result of this solicitation. The Phase 1 effort will be Firm-Fixed. Delivery Order(s) for the Phase 2 effort shall be Firm-Fixed Price and shall not exceed the Firm-Fixed Prices in Section B, Table B.1 of this RFQ.

**E2.4 52.233-2 SERVICE OR 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), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

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

**E2.5 LISTING OF PROVISIONS INCORPORATED BY REFERENCE**

NOTICE: The following provisions pertinent to this Section are hereby incorporated by reference:

**II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:**

- FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
- FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)
- FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (APR 2014)

**E2.6 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.acquisition.gov/far/index.html>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.html>

## **SECTION E – ATTACHMENT E3 – PROPOSAL EVALUATION**

### **E3.1 PROPOSAL EVALUATION**

The Government will award an IDIQ contract resulting from this RFQ to four responsible quoters whose quotations conforming to the RFQ will be most advantageous to the Government, price and other factors considered. Quotations will be evaluated utilizing the LPTA process. The evaluated price will consist of the total price of the Phase 1 and Phase 2 efforts. The evaluated price will also include the addition of a 12% evaluation factor, if applicable, in accordance with FAR 25.105. The evaluation factor, if applicable, will be applied on a group basis to the total quoted price for the Phase 1 and Phase 2 efforts (CLINS 001 – 013). The Government intends to evaluate the lowest priced quotation first, and if it is determined to be technically acceptable, repeat the process until the three lowest priced technically acceptable quotations have been identified. The quoter's quotations (Phase 1 and Phase 2 efforts) will be evaluated for Technical Acceptability based on compliance with the requirements specified in the Statement of Work & Appendices. During evaluations of the Phase 1 Quotations, both the Phase 1 and Phase 2 efforts must be determined to be technically acceptable in order to receive an IDIQ contract for the Phase 1 Demonstration Effort. Furthermore, quotations must be found technically acceptable in each area of the Statement of Work and related appendices to be considered for award.