

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 33	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NND15556951R		6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Jim Kitahara			b. TELEPHONE NUMBER (661) 276-5355 <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 08/19/2015 1630 PT
9. ISSUED BY NASA/Armstrong Flight Research Ctr. P.O. Box 273 M/S 4811-140 Edwards CA 93523-0273			CODE DFRC	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 336413 SIZE STANDARD: 1,000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		CODE	16. ADMINISTERED BY NASA/Armstrong Flight Research Ctr. P.O. Box 273 M/S 4811-140 Edwards CA 93523-0273				
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Procurement and installation of a FAA Certified (e.g. Supplemental Type Certificate) Stage 3 Engine Hush Kit for a Gulfstream III (G-III) aircraft. Requirement includes all labor, parts and materials, and travel & per diem for the procurement and installation of a complete G-III hush kit (e.g. for both engines and includes overhauled, overhauled exchange, or equivalent thrust reversers). See SOW Attachment A for additional requirements covered by this fixed-price requirement. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	
				Jim E. Kitahara			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	INCO TERMS 2: Destination Hardware - Gulfstream III (G-III) Engine Hush Kit (e.g. parts and materials). FAA Certified (e.g. Supplemental Type Certificate) Stage 3 Hardware - This line item includes all hardware and miscellaneous parts and materials for a complete G-III engine hush kit installation. This also includes the overhauled, overhauled exchanged, or equivalent thrust reversers and all associated data deliverables and/or other technical requirements per the SOW Attachment A.	1	KI		
002	Installation Labor - Gulfstream III (G-III) Engine Hush Kit. This line item includes all labor, special tools and equipment, and travel & per diem for the installation of a complete G-III engine hush kit and applicable thrust reversers and/or compliance with other technical requirements per the SOW Attachment A.	1	JB		
003	Over & Above (Labor, Parts & Materials) Requirements - To cover potential out of limit installation/modification conditions and/or other necessary requirements not anticipated at the time of solicitation and award. Continued ...	1	JB		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This line item (if necessary) is to be negotiated into a fixed-price upon completion of the hush kit installation effort. The Contractor is to propose a fixed-price field service labor rate (e.g. fully burdened) and a material handling rate for O&A pricing/negotiation purposes. Any necessary O&A labor will be negotiated as rate times agreed upon hours and parts and materials will be re-imbursed at cost plus the material handling rate.</p> <p>O&A Conditional Maintenance Labor Rate: _____</p> <p>O&A Material Handling Rate: _____</p> <p>Over & Above Procedure:</p> <p>(a) Work Requests are required for any work performed under the O&A line item. Authorization to proceed with items ordered or required under the Conditional Requirements CLIN must be received from the NASA Contracting Officer Representative (COR) or the Designated Technical Monitor (TM). Each Work Request shall be a stand-alone document, serially numbered beginning with the number one. Subsequent changes to Work Requests shall be identified by using the original Work Request number followed by an alphabetic designator beginning with A. If more than one change is made, the alphabetic designator shall be consecutive.</p> <p>(b) Work Request Format: Work Requests (contractor format) shall contain, as a minimum, the following information:</p> <ol style="list-style-type: none"> (1) Date prepared (2) Work Request number (3) Narrative description of defect (4) Work area (5) Proposed corrective action (6) Proposed parts and material requirements (7) Proposed labor man-hours (8) Operations breakdown with the number of man-hours per step when proposed man-hours are 8 or more (9) Block and Signature area for Contractor QA <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	inspection and comments (10) Contractor Over & Above certification and Signature area (11) Block and Signature area for Government QA inspection and comments (12) Block and Signature area for Government Agreed Upon and/or recommended hours (13) Block and Signature area for Contractor Agreed Upon hours concurrence (signature required - when negotiated/agreed upon hours differ from contractor proposed hours) (14) Block and Signature area for Contractor QA final inspection and closeout (15) Block and Signature area for Government QA final inspection and closeout (c) Definitization of Work Requests: Upon completion of the hush kit installation effort, the Contractor shall submit to the CO, in writing, an overall consolidated listing of completed and closed-out conditional maintenance actions (i.e., man-hours and parts & materials) that were required during the hush kit installation effort. End of Section				

G-III 804 SCRAT/ACTE Hush Kits
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CONTINUATION OF SF1449

SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to complete the G-III 804 SCRAT/ACTE Hush Kits installation services (including hardware deliveries as applicable) in accordance with the Statement of Work (SOW) incorporated in the contract as Attachment A – G-III 804 SCRAT/ACTE Hush Kits dated May 2015.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

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

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

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

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

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

DESIRED DELIVERY SCHEDULE

ITEM NO. 1

QUANTITY: 1 Job

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

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

REQUIRED DELIVERY SCHEDULE

ITEM NO. 1

QUANTITY: 1 Job

WITHIN DAYS AFTER DATE OF CONTRACT: **On or before 91-360 days ARO**

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

OFFEROR'S PROPOSED DELIVERY SCHEDULE

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

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

(End of clause)

52.225-8 Duty-Free Entry (OCT 2010)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

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

52.245-1 Government Property Alternate I (Apr 2012)

52.245-9 Use and Charges (Apr 2012)

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

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

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

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

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

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

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

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

(End of clause)

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

1852.215-84 Ombudsman (NOV 2011)

1852.219-75 Small Business Subcontracting Reporting (MAY 1999)

1852.219-76 NASA 8 Percent Goal (JUL 1997)

1852.223-70 Safety and Health (APR 2002)

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

1852.237-72 Access to Sensitive Information (JUN 2005)

1852.237-73 Release of Sensitive Information (JUN 2005)

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

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

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

(End of Addendum)

(End of Section)

52.212-5 ATTACHMENT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 2015)

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

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19

U.S.C. 3805 note)).

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

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).

X (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).

X (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.

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

- (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (iv) Alternate III (Oct 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

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

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

___ (ii) Alternate I (Jun 2014) of 52.223-16.

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

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

___ (42) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

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

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

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

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

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

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

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

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

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

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

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

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

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

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

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

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

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

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

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xi) X (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of Clause)
(End of Section)

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

LIST OF ATTACHMENTS

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

Attachment A -- Statement of Work A - GIII 804 SCRAT/ACTE Hush Kits
Attachment B -- Data Requirements Document (DRD-1 Data Package)
Attachment C -- Quality Assurance Form Q-1
Attachment D -- Government Property Pursuant to FAR 52.245-1
Attachment E -- AFRC Visit Request Form 10735

(End of Clause)
(End of Section)

52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR) clauses, see <https://www.acquisition.gov/far/index.html> For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>.

(End of provision)

INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS:

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

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

(a) Proposal Information:

1. In addition to complying with the general requirements of FAR 52.212-1 -- Instructions to Offerors -- Commercial Items (APR 2014), offerors are to provide documentation in support of their offer in-order to allow for proper Government evaluation of the "technical acceptability" of the proposed G-III 804 SCRAT/ACTE Hush Kits including overhaul and/or exchanged thrust reversers (or equivalent). The requested information is not page limited. Submit the original signed SF-1449 and completed model contract along with one (1) copy and one (1) CD-ROM softcopy of the entire proposal.

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

- Provide a copy of the approved FAA STC and data (also EASA or other International certifications if applicable) for the hush kit
- Provide a copy of your FAA Part 145 Repair Station Certification/License
- Provide copies of the hush kit technical performance characteristics and/or other performance information to include -- but not limited to all pertinent data:
 - Regarding reliability and maintainability
 - Regarding noise suppression capabilities
 - Regarding operational efficiency
 - Regarding operational restrictions
 - Regarding future supportability (spare parts, materials, and technical support etc.)
 - Regarding any comparative analysis conducted
 - Regarding the proposed hush kits ability to comply with current and future noise level requirements both domestically and internationally (including possible Stage 4 requirements)
 - STC data regarding structural loads analysis conducted for the GIII aircraft platform (the SCRAT/ACTE aircraft platform has unique flight controls and the Government wants to analyze the overall “best technical fit/compatibility” of the hush kit against the current aircraft configuration). The pylon/aft structure loads analysis data is required for this purpose
 - Other technical data (as applicable)
 - Hardware reutilization flexibility (e.g. can the husk kit be easily transferred and re-utilized on a different GII or GIII aircraft platform should the SCRAT/ACTE program change)
- Past performance history, customer testimonials, and customer POC information
- Complete and submit the SF-1449 and solicitation as follows:
 - Complete Block(s) 12, 17a, 23, 24, 30a, 30b, and 30c.
 - Fill-in Addendum To 52.212-4, Contract Terms And Conditions - Commercial Items clause 52.211-9 Desired and Required Time of Delivery (JUN 1997) Offeror's Proposed Delivery Schedule (see solicitation pages 7-8)
 - Complete FAR 52.212-3 Offeror Representations and Certifications – Commercial Items Alternate I (MAR 2015) OR advise if Offeror On-line Representations and Certifications are contained in the System for Award Management (SAM). Note: Contractor must be actively registered in the System for Award Management (SAM) under NAICS Code 336413 prior to contract award

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

4. Caution to Offerors: Read carefully. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation based upon the best value to the Government. The technical criteria and compliance with solicitation requirements, are delineated in the solicitation and the SOW; and/or are specified in the following FAR 52.212-2 Evaluation - Commercial Items (JAN 1999) provision as tailored).

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

(b) Subcontracting Plan (large business only):

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

(End of Provision)
(End of Section)

EVALUATION – COMMERCIAL ITEMS (PROVISION AS TAILORED)

52.212-2 Evaluation - Commercial Items (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Technical Capability:

- Mandatory compliance with the basic solicitation technical requirements (e.g the proposed GIII hush kit shall be FAA Stage 3 certified and meet the minimum noise reduction standards in FAR Part 36. The hush kit installer personnel (as a minimum) shall be fully trained airframe and power plant mechanics (w/A&P license) and it is highly desirable that the installer have a FAA compliant (i.e. be authorized to perform airframe and power plant modification work on a G-III aircraft) repair station certification in accordance with 14 C.F.R. Part 145)
- Reliability and maintainability data
- Noise suppression capabilities
- Operational efficiency data
- Operational restrictions data
- Future supportability (i.e. future availability of replacement parts, materials, and technical support)
- Ability to comply with current and future noise level requirements both domestically and internationally
- Data regarding structural loads analysis for the GIII aircraft platform (i.e. best hush kit for the SCRAT/ACTE aircraft configuration/platform compatibility)
- Other technical data as appropriate
- Hardware reutilization flexibility (e.g. can the hush kit be easily transferred and re-utilized on a different GII or GIII aircraft platform should the SCRAT/ACTE program change)

Past performance (both company and product): The Stage III hush kits shall have a documented history of utilization in the commercial aircraft industry. Customer testimonials shall be evaluated (if submitted) and the Government customer will utilize information available to them (both internal and external) including customer satisfaction data and/or other information obtainable from various industry sources and/or previous customers of the proposed hush kits.

Cost/Price: Total proposed cost/price of the hush kit and (to include the total installed price of the hush kit inclusive of the overhauled/exchanged or equivalent) thrust reversers. The overall fixed

price for the proposed hush kit installation including thrust reversers shall inclusive of all shipping and transportation costs FOB destination, travel and per diem, and other direct and indirect costs associated with the requirement to and from NASA AFRC, Edwards, CA).

Technical and past performance, when combined, are more important, when compared to cost/price. Under this requirement the Government customer (e.g. the GIII # 804 SCRAT/ACTE Program Manager and Aircraft Crew Chief as the aircraft operator and maintainer) reserves the right to trade-off higher or lower technical capability for cost/price and vice versa if they concur that a trade-off will be of benefit to their program and/or the Government. Although it is recognized that there may be some subjectivity in this approach it is not inconsistent with standard commercial industry practice in the customer needs to be "sold" on the best solution for their specific needs (i.e. what gets installed on their airplane). As such, after receipt of proposals the Government customer may seek clarification "as needed" regarding certain technical aspects of each proposal directly with the hush kit manufacturer's product and/or sales representative prior to the final selection of the successful offeror. This approach will allow the Customer to make a more informed choice that they consider to be the "best technical solution" for their particular requirement and/or needs. The final award will in no way be meant as a vote of confidence for any particular manufacturer or hush kit design (it will only reflect the fact that the selected system best meets the current and future needs of this particular NASA aircraft platform and the science the mission assigned to it – which is expected to last a minimum of ten (10) more years).

(b) Options. Not Applicable.

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

(End of provision)
(End of Section)

ADDITIONAL SOLICITATION PROVISIONS:

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

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

52.225-18 – Place of Manufacture (MAR 2015)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

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

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

protest with the GAO.

(End of provision)

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

Communications Regarding This Solicitation

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

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

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

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

(b) Questions or comments should be submitted NLT August 12, 2015 in-order to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

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

(End of provision)
(End of Section)

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

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

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

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

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

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

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan,

Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

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

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

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sbn.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:

RFP # NND1556951R
PR#4200556951

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

Is the immediate owner owned or controlled by another entity:

Yes or No.

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

Highest level owner CAGE code: _____

Highest level owner legal name: _____

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

(End of Provision)

(End of Section)

ATTACHMENT A - STATEMENT OF WORK

G-III 804 SCRAT/ACTE Hush Kits

Program Office

Date July 2015



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

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1.0 Background

- NASA (National Aeronautics & Space Administration) AFRC (Armstrong Flight Research Center) operates a Gulfstream G-III aircraft as a testbed for subsonic aeronautics research. The aircraft tail number is N804NA, serial number 344 and is referred to as SCRAT (Subsonic Research Aircraft Testbed). The ACTE (Adaptive Compliant Trailing Edge) project currently occupies the testbed aircraft. The ACTE project is using compliant flap surfaces to perform aeronautics research that could increase fuel efficiency and reduce noise and drag for future aircraft
- The ACTE project requires the procurement of hardware and services. Hardware in the form of Hush Kit mod components and services in the form of installation. Hush kits are required to meet current and future foreign airfield noise level restrictions. The aircraft must comply with minimum Stage III noise level threshold, referencing FAR 36

2.0 Objectives

- Two Rolls Royce Spey Mark 511-8 engines currently installed on G-III N804NA to be retrofitted successfully with Stage III hush kits
- Two overhauled thrust reversers installed on the aircraft

3.0 Scope

- The SCRAT/ACTE project team expects to have the two engines retrofitted with hush kits

4.0 Requirements

4.1 General

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

4.2 Hush Kit Modification

- Minimum Stage III noise compliance, per supplemental type certificate (STC), which must be identified
- Location of work:
 1. Overhaul of thrust reversers is expected to occur away from AFRC.
 2. The hush kit integration and thrust reverser re-installation to the aircraft will be performed at AFRC.
- The contractor is hereby informed that this aircraft has been modified and has wiring and instrumentation that is unique to our research. This instrumentation needs to be avoided and protected. The NASA technician(s) will be onsite to provide verbal and physical help with any issues that arise with this specialized equipment and its location
- The hush kit modification shall not restrict the G-III flight envelope: Nz, Mach, or Altitude. It is understood that the modification will add weight and shift the aircraft center of gravity

Project Milestones/Completion Dates (Estimates and as applicable)

Task Number	Work Milestones	Projected Completion
4.1	Thrust Reversers overhauled or exchanged and returned	40 days from thrust reverser shipment
4.2	Hush Kit Hardware Delivery	60 days from contract award
4.2	Hush Kit & Thrust Reverser Installation	20 days from start of installation

5.0 Deliverables

- Two hush kits compatible with Gulfstream III & Rolls Royce Spey Mark 511-8 engines.
 - ◊ A certificate of conformance, FAA 8130, and certification documentation stating activities that have been performed involving the hush kits
 - ◊ A completed FAA Form 337 Major Repair and Alteration
- Overhauled thrust reversers
- Installation of the hush kits & thrust reversers
- Documentation
 - ◊ Structural Substantiation report for the hush kit modification
 - Note: Although SCRAT will not intentionally deviate from the baseline G-III flight envelope, it has and will perform maneuvers that are not recommended by the G-III Flight Manual and could place additional stress on the hush kit and/or engine structure due to the hush kit mod. Any additional information about the

structural integrity of the design that can aid in ensuring airworthiness will be greatly appreciated.

- ◇ Drawings of the modification
- ◇ Installation procedure(s)
- ◇ Any additional STC documentation
- ◇ List of references, users who have purchased and are flying the mod

6.0 Government-Furnished Property, Material, Equipment, or Information (GFP, GFM, GFE, or GFI)

- Thrust Reversers (2), P/N: 1159P21004-1 (left), S/N: RC450 & P/N: 1159P21004-3 (right), S/N: RC441

7.0 Security: Unique security requirements associated with contract performance (when applicable)

- Contractors will be required to come onsite at NASA AFRC to perform hush kit installation. They must secure visitor badges in advance of their visit (See Attachment E – Visit Request)

8.0 Travel

- Travel requirements that are to be encountered in the performance of the service(s)
- If contractor staff is required to travel to NASA Armstrong Flight Research Center to conduct warranty, maintenance, or other unforeseen tasks above and beyond the above scope, the contractor is required to send their technicians to NASA Armstrong Flight Research Center at no cost to NASA Armstrong Flight Research Center

9.0 Contractor Qualifications Requirements

- The proposed GIII hush kit shall be FAA Stage 3 certified and meet the minimum noise reduction standards in FAR Part 36
- The hush kit installer personnel (as a minimum) shall be fully trained airframe and power plant mechanics (w/A&P license). It is highly desirable that the installer have a FAA compliant (i.e. be authorized to perform airframe and power plant modification work on a G-III aircraft) repair station certification in accordance with 14 C.F.R. Part 145)

10.0 Quality Assurance Requirements

- Government Source Inspection: All work performed on this contract shall be subject to inspection by the Government, NASA, or NASA designated personnel at any time. Government designated inspectors will provide follow up inspections to work performed on the aircraft. These NASA inspectors (if any) will be designated in writing by the Contracting Officer or the Contracting Officer's Technical Representative (COTR)
- Tool Control: The Government strongly encourages the Contractor to utilize a system of positive tool control, including (but not limited to) shadowing of tool boxes. Contractors not in compliance with this requirement shall propose an alternative method of tool control

11.0 Place of Performance

- Hush kit integration – Occurs at NASA Armstrong Flight Research Center

12.0 Period of Performance

- Installation of the hush kits could be delayed up to 1 year from contract award
 - Note: Other aircraft activities could delay the desired installation of the hush kits. NASA will work with the contractor on determining that schedule as best as and as soon as possible

REVISIONS

Revision Number	Date	Brief Summary of Changes
Base	July 2015	Baseline
1		
2		
3		
4		
5		
6		

DATA REQUIREMENTS DESCRIPTION

<p>1. TITLE</p> <p>Documentation</p>	<p>2. NUMBER</p> <p>DRD-1</p> <p style="text-align: right;">Page 1 of 1</p>
<p>3. USE</p> <p>Contractual documentation of completed work.</p>	<p>4. DATE</p> <p>July 20, 2015</p>
	<p>5. PREPARED BY:</p> <p>Jim E. Kitahara</p>
	<p>6. APPROVED BY:</p>
<p>7. INTERRELATIONSHIP</p> <p>Section 5.0 of the SOW</p>	<p>8. DUE DATE:</p> <p>Upon completion of Husk Kit installation.</p>
<p>9. PREPARATION INFORMATION</p> <p>Documentation</p> <ul style="list-style-type: none"> • Structural Substantiation report for the hush kit modification • Note: Although SCRAT will not intentionally deviate from the baseline G-III flight envelope, it has and will perform maneuvers that are not recommended by the G-III Flight Manual and could place additional stress on the hush kit and/or engine structure due to the hush kit mod. Any additional information about the structural integrity of the design that can aid in ensuring airworthiness will be greatly appreciated. • Drawings of the modification • Installation procedure(s) • Any additional STC documentation <p>Submit reports to the following addresses:</p> <p>(1) Contracting Officer (Jim E. Kitahara – Code A), NASA AFRC, SAIF M/S 703:S323-D, 2825 East Avenue P, Palmdale CA 93550 – Original.</p> <p>(2) Contracting Officer’s Technical Representative (John C. Ruhf – Code OE), NASA AFRC, M/S 4800:2133, P.O. Box 273, Edwards, CA 93523-0273 - One copy.</p>	



NASA Dryden Flight Research Center
PROCUREMENT QUALITY REQUIREMENTS



NND15556951R -- ATTACHMENT (C) Q-1

Section A: Aircraft Assemblies, Parts and Materials

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

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

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

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

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

Section B: Counterfeit Prevention of Electronic Parts

Supply Chain Traceability for Electronic Parts

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



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

Test and Inspection Requirements for Electronic Parts

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

- Traceability and documentation verification
- Visual examination

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

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

Section C: Certification of Conformance

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

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

The Certification of Conformance shall:

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

Section D: Process Qualification and Control (Calibration)

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

Each calibration report shall:

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



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

Section E: Delivery Requirements

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

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

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

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

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

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

Approved Sept 2011

Jaime Garcia

Steve Foster

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

Thrust Reversers (2)

1. P/N: 1159P21004-1 (left), S/N: RC450
2. P/N: 1159P21004-3 (right), S/N: RC441

Visit Request - U.S. Citizen

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

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You **do not** need to answer these questions unless we display a valid Office of Management and Budget (*OMB*) control number. The OMB control number for this collection is 2700-0158 and expires on 08/31/2017. We estimate that it will take five (5) minutes to read the instructions, gather the facts, and answer the questions. Send only comments regarding the time estimate to: james.p.nicholas@nasa.gov.

INSTRUCTIONS

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

TYPE OF VISIT ESCORTED UNESCORTED CLASSIFIED

SITE TO BE VISITED AFRC BLDG. 703

VISITOR INFORMATION

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

PURPOSE OF VISIT:

APPROVAL

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

AFRC 10735

Rev: 3.4

Only the current revision will be accepted.