SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror to complete blocks 12, 17, 23, 24, & 30			1. REQUISITION NUMBER 4200234417	2. PAGE 1 OF 25
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE Ref. Block 31c.	4. ORDER NUMBER	5. SOLICITATION NUMBER NNS08234417R	6. SOLICITATION ISSUE DATE 02/28/2008
7. FOR SOLICITATION INFORMATION CALL ▶	a. NAME Jake Jacobs		b. TELEPHONE NUMBER (228) 688-3931	8. OFFER DUE DATE/ LOCAL TIME 04/04/08 4:00 PM Local Time

9. ISSUED BY CODE SSC

National Aeronautics & Space Administration
Office of Procurement, Code DA10
Program Management Support Division, Code DA10
John C. Stennis Space Center
Stennis Space Center, MS 39529-6000

10. THIS ACQUISITION IS
☒ UNRESTRICTED ☐ SET ASIDE: 100 % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESSES
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

NAICS: 332420
SIZE STANDARD: 500

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

12. DISCOUNT TERMS

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

13b. RATING DO-C9

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO: CODE 64

NASA/John C. Stennis Space Center
Attn: Transportation Office, Bldg. 2204
John C. Stennis Space Center
Stennis Space Center, MS 39529-6000

16. ADMINISTERED BY CODE 64

SEE BLOCK 9

17a. CONTRACTOR/ OFFEROR CODE ____ FACILITY CODE ____

Taxpayer Identification No. (TIN):
Cage Code: DUNS No.:

TELEPHONE NO:_____

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

18a. PAYMENT WILL BE MADE BY CODE ____

NASA/Shared Services Center(NSSC)
Financial Management Division/Accounts Payable
Building 1111, Room C
Stennis Space Center, MS 39529
Email: nssc-accountspayable@nasa.gov
FAX (866) 209-5415

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE PAGE 3 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA PPC:

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

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 and 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN __3__ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or Print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) James D. Huk II	31c. DATE SIGNED

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	LOX RUN TANK VESSEL – LABOR	1	EA		
2	LOX RUN TANK VESSEL – MATERIAL	1	EA		
3	LOX RUN TANK VESSEL - TRANSPORTATION	1	EA		

32a. QUANTITY IN COLUMN 20 HAS BEEN

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NO. OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	32d. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SUPPLIES AND/OR SERVICES TO BE FURNISHED: The work to be performed under this project consists of providing labor, equipment, and materials to fabricate a 35,000 gallon liquid oxygen (LOX) pressure vessel. The effort includes design, fabrication, inspection, testing, and delivery to Stennis Space Center A3 Test Site a vacuum-jacketed 35,000 gallon LOX Run Tank.

Item No. 0001 – One (1) Vacuum-Jacketed 35,000 gallon Liquid Oxygen Run Tank Labor:

Amount $_____

Item No. 0002 – One (1) Vacuum-Jacketed 35,000 gallon Liquid Oxygen Run Rank Material:

Amount $_____

Item No. 0003 – One Vacuum-Jacketed 35,000 gallon Liquid Oxygen Run Tank Transportation:

Amount $_____

INVOICES

Invoices may be submitted to the following address:

NASA/Shared Services Center (NSSC)
Financial Management Division/Accounts Payable
Building 1111, Road C
Stennis Space Center, MS 39529
REFERENCE: Contract Number NNS08AA

Or may be submitted via email or facsimile to include the above information.

Email: nssc-accountspayable@nasa.gov
Facsimile Number: (866) 209-5415

Note: A Taxpayers Identification Number (TIN) must be annotated on each invoice.

SHIP TO: NASA/John C. Stennis Space Center
Attn: Transportation Officer, Bldg. 2204
John C. Stennis Space Center
Stennis Space Center, MS 39529-6000
REFERENCE: Contract Number NNS08AA

Statement of Work

A3 LOX Run Tank

The work to be performed under this project consists of providing labor, equipment, and materials to fabricate a 35,000 gallon liquid oxygen (LOX) pressure vessel.

The effort includes design, fabrication, inspection, testing, and delivery to Stennis Space Center A3 Test Site a vacuum-jacketed 35,000 gallon LOX Run Tank. The inner vessel will require an ASME code stamp. The vessel shall be suitable for stationary, exposed, above ground storage of liquid oxygen. The vessel arrangement (axial centerline orientation) shall be vertical. Off loading will be provided by others.

The desired contract performance period is 61 weeks. The contract performance period shall not exceed 80 weeks.

The specifications include:

Liquid Oxygen (LOX) Tank Specification 11BGT-GM02

52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (Nov 2007)

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

ADDENDUM TO 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (Nov 2007)

c. Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for **60** calendar days from the date specified for receipt of offers.

Instructions Regarding Submission of Offer:

The following information is to be provided with offeror's proposal. ***Failure to provide any item requested below may render offeror's proposal NON-RESPONSIVE and thereby ineligible for award.***

(A) PAST PERFORMANCE

Offeror's past performance on similar projects will be evaluated to determine the quality of work previously provided and to assess the relative capability of the offeror to effectively accomplish the requirements of this contract.

1. Offeror shall identify any sub-contractor(s) who will perform the vessel design and fabrication and any other sub-contractor(s) that is considered integral to the same.

2. Offeror shall provide Past Performance Information (PPI) to include the name(s) and contact information for the three (3) most recent (within three years from the offer due date listed on page 1 in Block 8 of the SF1449) and relevant (as outlined in the Federal Acquisition Regulation) references (whether federal, state, or local government or private industry) for the prime contractor and, if applicable, significant subcontractors.

3. At a minimum, the PPI provided shall include verifiable experience in fabricating medium pressure (100-1000 psi) volume (greater 25,000 gallons), thick wall, Section VIII Division 1 vessels liquid hydrogen or oxygen or similar manufacture, and specifically note pressure, volume, wall thickness, service media and a contact for experience verification (name, telephone number, and address).

(B) TECHNICAL COMPLIANCE

1. Offeror shall provide Preliminary dimensional drawing(s) of vessel configuration depicting size, type of fabrication, vessel weight and nozzle orientation.

2. Offeror shall identify proposed materials for shell, head, nozzles and manway and the names and location of material suppliers.

3. Offeror shall provide adequate documentation and technical references to support proposed material selection and vessel configuration. At a minimum, supportive documentation shall address design temperature range, fabrication, cleaning, and post construction inspection.

4. Offeror shall provide preliminary calculations for vessel shell and head thickness, preliminary thermal analysis of design temperature range, and calculations and/or cut sheets for any long delivery items. Results of all preliminary calculations shall be summarized.

5. Offeror shall identify tests to be used to certify that proposed materials meet the requirements of the specifications and ensure ASME Code compliance.

6. Offeror shall provide quality control manual for ASME Section VIII Division 1.

7. Offeror shall provide representative sample cleaning procedure indicating ability to clean vessel to NASA requirements.

8. Offeror shall identify all Manufacturer's ASME Certifications.

9. Offeror shall provide documentation demonstrating years of experience by the manufacturer in design and manufacture of tanks of similar design. Qualification name, phone number and address are required. Documentation shall include a list of tanks fabricated, size, location of use, service, and date of manufacturer. A minimum of three (3) years of experience is required.

(C) SCHEDULE

1. Offeror shall provide a preliminary schedule depicting design, material procurement, fabrication, testing and delivery in calendar days after receipt of order with final delivery date identified.

2. Offeror shall provide documentation sufficient to demonstrate the ability to develop fabrication drawings, procure material, fabricate, test, clean, and ship the vessel by the required delivery date. Shipping method should be included in the proposal.

(D) COST/PRICE

1. Offeror shall provide breakdown of costs and/or pricing elements.

2. Proposal Costs - The government will not pay any offeror for preparation of their proposal.

(E) FORMAT

1. All information and all copies of offer must be submitted no later than the date and time specified on Page 1 in Block 8 of the SF 1449.
2. Signed offer(s) shall be submitted in hard copy only.

(F) All offeror questions regarding subject solicitation must be submitted no later than 3pm Central time on 03/10/2008. Questions submitted after this date/time will not be accepted. Questions must be submitted to: james.e.jacobs@nasa.gov (cc: james.d.huk@nasa.gov). Faxed or telephoned questions will not be accepted.

(G) Offeror shall provide an anticipated milestone payment plan to identify the estimated amounts and frequency of invoice submissions in accordance with the addendum to FAR 52.212-4(i) herein. Offerors are advised that advanced payments will not be authorized. Payments should be based on measurable progress

milestones. Following is an example milestone schedule, but the contractor should develop their own that matches their fabrication process.

Milestone	Payment (can be % or fixed $)
1. Submittal of drawings	10%
2. Receive 50% of materials	20%
3. Receive 90% of materials	20%
4. Completion of testing	30%
5. Ship Vessel	10%
6. Final Acceptance of vessel and all submittals	10%

(H) TECHNICAL EVALUATION CONTRACTOR SUPPORT

1. Offerors are hereby informed that the John C. Stennis Space Center (SSC) onsite Test Operations Design Contractor will be providing technical assistance to the NASA proposal evaluation team, and, as such, will require access to offeror's proposal. The onsite SSC Test Operations Design Contractor will not be evaluating proposals, but will play an integral supporting role in the technical evaluation by providing technical input to be used by the NASA evaluation team. **The final technical evaluation results shall be the responsibility of the NASA Technical Evaluation Team.** By submitting a proposal in response to this solicitation, offeror is acknowledging awareness of this fact. Offeror is further required to acknowledge and indicate acceptance of the disclosure of offeror's proposal information by signing the block below.

2. **Any offer received in response to the subject solicitation whereby written acknowledgement of approval and concurrence has not been annotated will be determined NON-RESPONSIVE and will not be evaluated.**

3. **ACKNOWLEDGEMENT AND ACCEPTANCE**:

Offeror agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement.

BY: _____ _____
(Printed Name) (Signature)

52.212-2 Evaluation--Commercial Items (Jan 1999)

(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 compliance, past performance, schedule, and cost. Technical compliance and past performance, when combined, are significantly more important than schedule or cost.
(b) Options. N/A
(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.

The following ADDENDUM TO FAR 52.212-2 is incorporated:

(A) COMPETITIVE NEGOTIATED PROCUREMENT USING QUALITATIVE CRITERIA

This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to make an award based on the best combination of price and qualitative merit (including technical compliance, past performance, schedule, and cost) of the proposals submitted and reduce the administrative burden on Offerors and the Government. BVS predefines the value characteristics which will serve as discriminators among proposals. BVS evaluation is based on the premise that, if all proposals are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price (fixed-price contracts) or the lowest most probable cost (cost type contracts). However, the Government will consider awarding to an Offeror with higher qualitative
merit if the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose quote has lower qualitative merit if the price (or cost) differential between it and other offers warrants doing so.

(B) EVALUATION CRITERIA

a. The award will be made where the offeror is determined to be responsible, and the proposal is responsive and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of technical compliance, past performance, schedule, and cost. Therefore, subjective judgment by the government is implicit in the evaluation process. Technical compliance and past performance, when combined, are significantly more important than schedule or cost. If offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made without conducting discussions.
b. Once all responses have been gathered, proposals will be qualitatively evaluated by team members using the below value characteristics. These value characteristics are performance-based and permit evaluation of the proposal, which provides better results for a reasonable marginal increase in price. All proposals will be judged against these value characteristics.

(C) EVALUATION PROCESS

The Government will evaluate proposals in two general steps:

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

Step Two -- All responsive proposals will be evaluated against the specifications/statement of work and the value characteristics identified herein. Based on this evaluation, the Government has the option, depending on the specific circumstances of the proposals received, to utilize one of the following methods: (1) Make

selection and award without discussions, **(preferred method)**; or (2) after establishment of the competitive range, hold discussions with all finalists and afford each Offeror an opportunity to revise its proposal, and

then make selection based upon an evaluation of the revised proposals. Offerors are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on your overall evaluation.

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

(D) VALUE CHARACTERISTICS

Listed below are the value characteristics that will be utilized in the evaluation of each proposal. Each value characteristic is further defined to explain the rating that each offeror will receive.

a) Technical Compliance 30% - The government will evaluate to what extent proposal is in compliance with required Specifications/Statement of Work.

b) Past Performance 40% - The government will evaluate past and present performance based on the offeror's recent and relevant performance.

c) Schedule 30% - The government will evaluate to what extent proposed schedule meets the government's needs as specified in the solicitation.

d) Cost - The government will evaluate offeror's proposed price for reasonableness and realism.

52.212-3 Offeror Representations and Certifications - Commercial Items (Nov 2007)

An offeror shall complete only paragraph (1) of this provision if the offeror has completed the annual representations and certificates electronically at http://orca.bpn.gov . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) Definitions. As used in this provision -
"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
"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.
"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.
"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.
"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.
"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.

(b) 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 a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(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 _____
(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, for general statistical purposes, 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)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) 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.

(7) 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: N/A
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ❒ is, ❒ is not an emerging small business.
(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

Number of Employees	Average Annual Gross Revenues
_____ 50 or fewer	_____ $1 million or less
_____ 51-100	_____ $1,000,001-$2 million
_____ 101-250	_____ $2,000,001-$3.5 million
_____ 251-500	_____ $3,500,001-$5 million
_____ 501-750	_____ $5,000,001-$10 million
_____ 751-1,000	_____ $10,000,001-$17 million
_____ Over 1,000	_____ Over $17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]
(i) General. The offeror represents that either—

(A) It ❒ is, ❒ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small
Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
(B) It ❒ has, ❒ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(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 change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ❒ is, ❒ not a 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 the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $100,000.) 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 Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – 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 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. The terms "component," "domestic end product," "end

product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—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 Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- 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 the offeror has considered components of unknown origin to have been mined, produced, or
manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "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 Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end produces) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan 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 Act—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.
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 Act—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 Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:
Line Item No.:

_____

[List as necessary]

(3) Buy American Act—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 Act--Free Trade Agreements--Israeli Trade Act":
Canadian or Israeli End Products:
LINE ITEM NO. COUNTRY OF ORIGIN

_____ _____

[List as necessary]
(4) 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)(4)(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 subject to 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 Act. 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 Debarment, Suspension or Ineligibility for Award (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; and
(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, 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.

(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:

_____N/A_____ _____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
❒ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
❒ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) ❑ Outside the United States.

(k)Service Contract Act. (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 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 Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
(2) The offeror has completed the annual representations and certification electronically via the ORCA website at http://orca.bpn.gov .After reviewing the ORCA 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 (b) through (k) 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 into his 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 on ORCA.]
Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) 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, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
____ Individual/concern, other than one of the preceding.

52.225-2 – BUY AMERICAN ACT CERTIFICATE (Jun 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that 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. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(b) Foreign End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____

[List as necessary]
(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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

The following FAR provisions are included by reference:

52.211-14 Notice of Priority Rating for National Defense Use (Sep 1990) DO-C9
52.223-4 Recovered Material Certification (Oct 1997)
52.232-38 Submission of Electronic Funds Transfer Information with Offer (May 1999)
52.233-2 Service of Protest (Sep 2006) (John C. Stennis Space Center, Office of Procurement, Bldg 1100, Rm 251H, Stennis Space Center, MS 39529-6000)

B. NASA Federal Acquisition Regulation Supplement (48CFR CHAPTER 18) PROVISIONS (http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm):

The following NFS provisions are included by reference:

Protest to NASA (Oct 2002)
1852.223-73 Safety and Health Plan (Nov 2004)

FAR 52.212-4 -- CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (Feb 2007)

The following ADDENDA TO FAR 52.212-4 are incorporated:

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

The following paragraphs of this clause are tailored as follows:

(a) Inspection/Acceptance. Add the following:

(a)(1) If the contractor fails to promptly perform the services again, or to take the necessary action to ensure future performance in conformity with contract requirements, the government may, by contract or otherwise, perform the services at contractor's cost.
(a)(2) Inspection and acceptance of the services will be performed at Stennis Space Center, MS, by the NASA/Program Management Office, Larry deQuay, Code EA32.

(c) Changes… Replace with the following: Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties with the exception of administrative changes such as changes in the paying office, appropriations data, etc., which may be changed unilaterally by the Government.

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Dec 2007)

(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) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer shall check as appropriate.]

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
_X_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
___ (4) [Reserved]

___(5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
___ (ii) Alternate I (Oct 1995) of 52.219-6.
___ (iii) Alternate II (Mar 2004) of 52.219-6.
___ (6) (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_ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
_X_ (8) (i) 52.219-9, Small Business Subcontracting Plan (Nov 2007)(15 U.S.C. 637 (d)(4)).
___ (ii) Alternate I (Oct 2001) of 52.219-9.
_X_ (iii) Alternate II (Oct 2001) of 52.219-9.
_X_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
_X_ (10) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
_X_ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
___ (ii) Alternate I (June 2003) of 52.219-23.
___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
_X_ (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).
_X_ (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
_X_ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Aug 2007) (E.O. 13126).
_X_ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
_X_ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
_X_ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
_X_ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
_X_ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
_X_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
_X_ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
___ (ii) Alternate I (Aug 2007) of 52.222-50.
_X_ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 .S.C. 6962(c)(3)(A)(ii)).
___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
_X_ (26) 52.223-15, Energy Efficiency in Energy- Consuming Products (Dec 2007) (42 U.S.C. 8259b).
_X_ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
_X_ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
___ (29) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
___ (ii) Alternate I (Jan 2004) of 52.225-3.
___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (30) 52.225-5, Trade Agreements (Nov 2007)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
_X_ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
___ (32) 52.226–4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
___ (33) 52.226–5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
___ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
_X_ (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
___ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
_X_ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
___ (ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, et seq.).
___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services— Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
___ (7) 52.237-11, Accepting and Dispensing of $1 Coin (Aug 2007)(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(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 $550,000
($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
(x) 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.

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed
electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:
http://www.acqnet.gov/far/; NASA FAR Supplement (NFS) clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES (http://www.acqnet.gov/far/):

The following clauses are included by reference:
52.204-7 Central Contractor Registration (Jul 2006)
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Sep 2006)
52.211-15 Defense Priority and Allocation Requirement (Sep 1990)
52.225-8 Duty-Free Entry. (Feb 2000) Fill In: (g)(4) [NASA's John C. Stennis Space Center, MS (SSC), from Tariff Schedules, SSC Acquisition Management Office, BA33]
52.228-5 Insurance -- Work on a Government Installation (Jan 1997)
52.233-3 Protest after Award (Aug 1996)
52.233-4 Applicable Law For Breach Of Contract Claim (Oct 2004)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.246-2 Inspection of Supplies – Fixed Price (Aug 1996)
52.247-34 F.O.B. Destination (Nov 1991)

B. NASA Federal Acquisition Regulation Supplement (48CFR CHAPTER 18) Clauses (http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm)

The following clauses are included by reference:

1852.204-76 Security Requirements for Unclassified Information Technology Resources (May 2007)
1852.215-84 Ombudsman (Oct 2003) Fill In: b. [Arthur (Gene) E. Goldman, Deputy Director, John C. Stennis Space Center, MS 39529-6000, E-Mail arthur.e.goldman@nasa.gov, Phone (228) 688-2123, or Fax (228) 688-3240.]
1852.219-76 NASA 8 Percent Goal (Jul 1997)
1852.223-70 Safety and Health (Apr 2002)
1852.223-75 Major Breach Safety & Security (Feb 2002); Alternate I (Feb 2006)
1852.225-70 Export Licenses (Feb 2000) Fill In: John C. Stennis Space Center, MS
1852.219-75 Small Business Subcontracting Reporting (May 1999)

NASA/FAR Supplement 1852.237-72 Access to Sensitive Information (Jun 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

NASA/FAR Supplement 1852.237-73 RELEASE OF SENSITIVE INFORMATION (Jun 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
(c)
(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained

from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].
Mark each page of sensitive information the Contractor wishes to restrict with the following legend:
Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.
(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
(1) Comply with all specified procedures and obligations, including the
Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for
Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.