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

1. REQUISITION NUMBER: 4200239009

PAGE 1 OF 27

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: NNS08239009R

6. SOLICITATION ISSUE DATE: 06/11/2008

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Michelle Stracener
b. TELEPHONE NUMBER (No collect calls): 228-688-1720

8. OFFER DUE DATE/LOCAL TIME: 07/23/2008 1530 LT

9. ISSUED BY CODE SSC

NASA/Stennis Space Center
Office of Procurement
Building 1100 Room 251H
Stennis Space Center MS 39529-6000

10. THIS ACQUISITION IS
[X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS
NAICS: 334513
[ ] HUBZONE SMALL BUSINESS
SIZE STANDARD: 500
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)

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

12. DISCOUNT TERMS

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

13b. RATING: C9

14. METHOD OF SOLICITATION
[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE SSC

NASA/Stennis Space Center
Stennis Space Center MS 39529-6000

16. ADMINISTERED BY CODE SSC

NASA/Stennis Space Center
Office of Procurement
Building 1100 Room 251H
Stennis Space Center MS 39529-6000

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	INCO TERMS 2: DESTINATION Contractor to provide all resources necessary to supply the following items in accordance with the specifications, drawings, and terms and conditions herein. Pricing shall include all duties, fees, etc. The inital delivery period for this requirement shall be twenty (24) months. The performance period of this contract shall be five (5) years. *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

[X] 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 HEREIN.

[ ] 29. AWARD OF CONTRACT REF. _____ 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
001	High Speed Data Acquisition System (HSDAS) Signal Conditioning Channels See FAR 52.216-19, Order Limitations, for Minimum and Maximum Quantities	1	EA		

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

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

Statement of Work:

The work to be performed under this project consists of providing labor, equipment, materials, training, and installation and activation support for High Speed Data Acquisition System (HSDAS) Signal Conditioning equipment to support J-2X engine testing on the A-3 Test Stand as well as the B-2 Test Stand for Ares I Stage testing and potentially ARES V Core Stage testing.

The new HSDAS Signal Conditioner equipment for the A-3 Test Stand shall consist of approximately 200 channels. One set will be dedicated to test article interfaces and located within the Signal Conditioning Building (SCB) located on the Test Stand. The HSDAS consists of equipment located at the test stand, in each SCB, and the Test Control Center (TCC). The SCBs house the signal conditioners, the digitizer / multiplexer units, including storage units, and Work Stations (WS) which have the ability to operate the HSDAS. The SCB WS connect to the TCC WS via a data network that is physically isolated from the Test Facility Local Area Network (LAN). The TCC houses the redundant storage units and WS that have redundant capabilities to the WS located in each of the SCBs.

The HSDAS Signal Conditioner equipment for the B-2 Test Stand is intended to consist of approximately 200 analog channels. This HSDAS will consist of equipment located at the test stand "hard core" (a concrete enclosed structure separating the B-1 and B-2 Test Stands), and the Test Control Center (TCC). The hard core will house the signal conditioners, the digitizer / multiplexer units, including storage units, and Work Stations (WS) which have the ability to operate the HSDAS. The Work Stations in the "hard core" will connect to the TCC WS via a data network that is physically isolated from the Test Facility LAN. The TCC houses the redundant storage units and WS that have redundant capabilities to the WS located in the hard core.

The effort includes provision of an architecture diagram, hardware and/or software modifications to comply with the attached specifications, performance of an Acceptance Test Plan (ATP) which shall specifically verify each requirement within the included specification, development of the necessary documentation identified within the included specification, delivery to SSC of an initial system consisting of thirty-two (32) analog channels for system validation (parallel testing with an existing data system), delivery of the remaining production hardware and software, training of the users at SSC, installation and activation support at SSC, delivery of all necessary software licenses, and software and hardware maintenance per the negotiated contract. The effort to be performed is specifically delineated below:

Equipment shall be provided that meets NASA's requirements identified in the attached specification, 200GT-GE01.

NASA SSC shall issue an Indefinite Delivery Indefinite Quantity (IDIQ) Contract for an initial order of a pilot system consisting of the following:

1. Set of thirty-two (32) analog channels for parallel installation and comparison with an existing SSC data system.

2. An additional set of thirty-two (32) analog channels, if and only if, the vendor configures the units in a Master/Slave configuration for testing of Master/Slave type interactions.

Following this parallel testing, a subsequent order for all remaining units required to support the A-3 Test Stand may be issued. Additional orders for units required to support installations at other test stands (up to 20) at SSC may follow.

The vendor shall develop a Requirements Verification Matrix (RVM) and a test procedure specifically addressing each requirement with intended methods of verification. The test procedure shall identify which requirements are being verified with each test and/or test setup.

The RVM and test procedure shall be reviewed by NASA for adequacy.

The vendor shall perform this test at the vendor's facility with the exception of requirements that require a full-system load to be verified. NASA shall have the option of witnessing the performance of this compliance testing.

The vendor shall identify the following lead times:

Lead time for providing a unit available to test

Lead time for delivery of an initial set of thirty-two (32) analog channels upon completion of the compliance testing at the vendor's facility.

Lead time for production hardware upon completion of validation of the thirty-two (32) channel system at SSC.

The vendor shall propose a project schedule identify all tasks identified in this Statement of Work.

The vendor shall provide on-site training (at SSC) regarding how to use the production system.

The vendor shall provide installation and activation support at SSC upon delivery of the production hardware.

The vendor shall identify standard terms for both hardware and software maintenance.

The vendor shall provide documentation per the included specifications. The vendor is to take note of the fact that the documentation requirements specified in Section 7.2.2 of the included specifications is only required for any software modifications required. This documentation is not required for existing software capability.

The vendor shall identify equipment compliance with section 508 of the Rehabilitation Act of 1973 (Ref 36 CFR 1194) and NASA Procurement Information Circular per the following web-site: http://www.hq.nasa.gov/office/procurement/regs/pic05-01.html.

The vendor shall identify equipment compliance with the Environmental Protection Agency's (EPAs) comprehensive guideline lists (CPGs) per the following web-site: http://epa.gov/epaoswer/non-hw/procure/products.htm.

The vendor shall also provide with this proposal documentation describing the method required for NASA to interface with the software provided to complete the modifications required to meet requirements defined within the referenced NASA Specifications.

Ship To: All requirements herein shall be delivered to the following address: **FOB Destination**:

John C. Stennis Space Center (SSC)
Contractor will first need to report to Warehouse Bldg 2204 for inspection of delivery truck.
Installation/Final Delivery will be performed at the A3 Test Site.
Stennis Space Center, MS 39529-6000
Attn: Phillip Hebert (228-688-2995)
Reference Contract No. NNS08AA86B

Period of Performance: The performance period for each delivery order shall be cited on the delivery order issued. Delivery orders may be issued under this contract during the entire performance period. The expiration of the performance period during which orders may be issued shall not affect any delivery orders placed prior to the

expiration of such period. Terms of contract shall remain in full force and effect in their application to such delivery orders.

Contract Completion: This contract shall be considered complete when all items have been delivered and accepted by designated SSC personnel.

Multiple Awards: The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (Apr 2008)

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

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

The following paragraph of this clause is tailored as follows:

(c) *Period for acceptance of offers.* Replace with the following: *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. The information requested must be provided for the prime contractor, and, if applicable, significant subcontractors.

Failure to provide any item requested below may render offeror's proposal NON-RESPONSIVE and thereby ineligible for award.

(A) TECHNICAL COMPLIANCE

1. Information provided shall include a discussion of the offeror's approach to meeting the requirements of the solicitation and should be specific, detailed, and complete enough to clearly and fully demonstrate an understanding of the requirements/specifications and any risks associated with the objectives of this procurement. It is inadequate to simply state that offeror understands and will comply with the requirements, or to paraphrase the requirements such as: "standard procedures will be employed to…" and "well-known techniques will be used for…". The information provided shall comprehensively explain how offeror proposes to comply with the applicable specifications, as well as, the techniques and procedures offeror intends to utilize. At a minimum, supportive documentation shall address machining and other fabrication, quality control, welding, welding inspection, assembly, cleaning, and post delivery inspection.

2. Each proposal shall include a section for Technical Compliance organized such that the HSDAS Signal Conditioning specification (200GT-GE01) requirements are listed in numerical order followed by an explanation demonstrating how this requirement is satisfied. Test results and literature excerpts are acceptable but must also include detailed rationale explaining test results and literature claims.

a. The offeror shall provide Preliminary architecture diagram depicting proposed solutions to NASA's requirements.

b. The offeror shall provide identification of hardware and software modifications to the base equipment that will be required to comply with the HSDAS Signal Conditioning specifications (200GT-GE01).

c. The offeror shall provide written explanations demonstrating how each requirement is satisfied

d. The offeror shall provide adequate documentation and technical references to support proposed solutions to NASA's requirements.

e. The offeror shall provide any relevant Test results depicting compliance with NASA's requirements and detailed rationale explaining test results.

f. The offeror shall provide a quality control manual.

(B) SCHEDULE:

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

2. The offeror's schedule shall include the following as a minimum:

a. Lead time for providing a unit available to test

b. Lead time for delivery of an initial thirty-two (32) channel system, consisting of thirty-two (32) Signal Conditioning channels, upon completion of the compliance testing at the vendor's facility.

c. Lead time for production hardware upon completion of validation of the thirty-two (32) channel system at SSC.

3. The vendor shall provide a schedule proposal for providing equipment that is fully compliant with the referenced NASA Specifications (200GT-GE01).

(C) PAST PERFORMANCE:

1. The 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.

2. At a minimum, PPI provided shall include a complete listing of all HSDAS Signal Conditioning delivery contracts the three (3) most recent years. As a minimum, each list shall include contact information such as phone numbers and names of the final recipients/users of the hardware. A random selection of 5 contracts from each proposal will be selected for evaluation.

3. The offeror shall provide documentation demonstrating years of experience by the manufacturer in design and manufacture of HSDAS Signal Conditioning Channels of similar design. Qualification name, phone number and address are required. Documentation shall include an approximate count of channels and architecture provided. A minimum of three (3) years of experience is required.

(D) PRICE

1. This procurement is exempt from the requirements of submission or certification of cost or pricing data. However, offeror is to provide a general breakdown of pricing (i.e. labor, equipment, materials, subcontracts, transportation, etc.) sufficient to determine price realism and reasonableness. Should significant subcontractors be involved, the pricing breakdown shall identify the pricing associated with each subcontractor.

2. Offeror shall identify and document all (if any) assumptions, conditions, and/or exceptions upon which the price is based. Any assumptions, conditions, and/or exceptions considered by the Government to be unacceptable may result in elimination for an award.

(E) FORMAT

1. Proposals shall be clear and concise, and shall include sufficient detail for effective evaluation and substantiation of stated claims. The proposal shall not simply affirm, rephrase, or restate the Government's specifications/requirements, but rather shall provide convincing rationale to address how the offeror intends to meet the specifications/requirements. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation only on the information presented in the offeror's proposal. Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired.

2. If a joint venture, subcontracting arrangement, or any other type of contractual arrangement is proposed, proposal shall clearly delineate the approach for overall management and integration of this teaming arrangement. Offeror shall describe the operational and management interfaces (including all levels of supervision and management) for interacting with subcontractors, other contractors, NASA, and other resident agencies and why they will be effective in accomplishing the requirement.

3. 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. Proposals that arrive after the prescribed date and time specified for receipt of proposals will be considered late and treated in accordance with FAR 52.212-1(f)(2).

4. Signed offer(s) must be submitted in hard copy only.

5. Along with one hard copy signed original proposal, four (4) additional copies of the proposal shall be provided. The additional copies shall be compatible with any of the following formats: Microsoft Word, Adobe PDF, or Microsoft Excel. The Microsoft formats shall be read only. Proposals may be stored on electronic media such as a Compact Disk (CD) or USB drive. CD is preferred. Each copy shall include all literature describing the HSDAS hardware including but not limited to Equipment Specifications, Hardware Data Sheets, User's Guides, Software Manuals, Test Results, and Marketing Brochures. Literature in electronic format is required.

(F) AVAILABILITY OF DOCUMENTS - The Specifications and Drawings will only be made available on CDROM. Requests for copies shall be made by e-mail to the Bid Distribution Office: joy.g.dedeaux@nasa.gov. Telephone or faxed requests will not be accepted. The list of offerors requesting CDROMs will become the "Bidders Mailing List" for small business subcontracting purposes. Offerors are advised that this list will be posted to the NAIS and FBO websites.

(G) QUESTIONS - Questions regarding the solicitation and/or specifications are encouraged to ensure adequate understanding of the government's requirement. All offeror questions regarding subject solicitation must be submitted no later than 3pm local time (Central) on 06/25/2008. Questions submitted after this date/time will not be accepted. Questions will be accepted via e-mail only must be submitted via e-mail to: Michelle.M.Stracener@nasa.gov (cc: james.d.huk@nasa.gov). Faxed or telephoned questions will not be accepted.

(H) PAYMENTS - Offerors are advised that advanced payments will not be authorized.

(I) ALTERNATE PROPOSALS - Offerors are allowed submit an alternate proposal that departs from the stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the government. Any deviations from the specifications and/or terms and conditions of the solicitation, with the comparative advantage to the government, shall be clearly identified and explicitly defined. The offeror shall also provide an assessment of the risks associated with the offeror's approach, including the identification of impacts and mitigation recommendations in the applicable section of the proposal. The government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised

requirements. If an alternate proposal is submitted, offerors are required to submit a separate, independent, and complete proposal that conforms to the solicitation to ensure consideration.

(J) PROPOSAL COSTS - The Government will not pay any offeror for preparation of their proposal.

(K) TECHNICAL EVALUATION CONTRACTOR SUPPORT

1. Offerors are hereby informed that the John C. Stennis Space Center (SSC) onsite Test Operations 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 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 acceptance, below, has not been properly executed 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)

(End of Addendum)

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, schedule, past performance, and price. Technical compliance and schedule, when combined, are significantly more important than past performance or price.

(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 price) 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, schedule, past performance, and price. Therefore, subjective judgment by the government is implicit in the evaluation process. **Technical Compliance and Schedule, when combined, are significantly more important than Past Performance or Price.** 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 nonresponsive, the offeror shall be notified that their proposal has been rejected and the reasons therefore, and the proposal shall be excluded from further consideration.

Otherwise responsive proposals containing a significant variance in price from the government's estimate may be immediately removed from further consideration if there is no expectation that an award can be made at a fair and reasonable price, as it would be detrimental to the public interest to pay more than fair market price.

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. Documentation insufficient to make a definitive determination regarding these characteristics will negatively impact the score received.

a) Technical Compliance **60%** - The government will evaluate to what extent proposal is in compliance with required Statement of Work/Specifications/Drawings as well as the reasonableness of the proposed approach.

b) Schedule **25%** - The government will evaluate to what extent proposed schedule meets the government's needs as specified in the solicitation as well as the reasonableness of the schedule proposed.

c) Past Performance **15%** - The government will evaluate past and present performance, giving consideration to the relevance of the work performed and the quality of performance indicated, to anticipate the likelihood of successful performance.

d) Price - The government will evaluate offeror's proposed price for reasonableness and realism and for determining best value to the Government.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAY 2008)

An offeror shall complete only paragraph (l) 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 products) 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 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 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 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; **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, 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 appear 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:
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) Certificates regarding exemptions from the application of the 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 certifications 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 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 on ORCA.]*
(End of Provision)
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.
Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:
(iii) Address. The offeror represents that its address __is, __ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at http://www.arnet.gov/References/sdbadjustments.htm. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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.

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 (Apr 2008) DO-C9
52.223-4	Recovered Material Certification (May 2008)
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)
52.216-27	Single or Multiple Awards (Oct 1995)

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:

1852.233-70	Protest to NASA (Oct 2002)
1852.223-73	Safety and Health Plan (Nov 2004)

CONTRACT CLAUSES

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 A3 Altitude Test Facility Project Office.

(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.

(i)(1) Due to the potentially volatile market for materials required for this acquisition and long lead time for delivery, the Government realizes that payment upon completion and delivery may create undue hardship for small businesses. Therefore, milestone billing will be authorized in accordance with offeror's accepted milestone payment plan. Should circumstances result in the contractor's inability to deliver the final product or the contract being terminated, all materials billed and paid shall be immediately delivered to NASA or payments reimbursed.

52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (May 2008)

(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)).
___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(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.
_X_ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
___ (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 (Apr 2008)(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) (15 U.S.C. 657 f).
_X_ (15) 52.219-28, Post Award Small Business Program Rerepresentation (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 (Feb 2008) (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 (Sep 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 (Sep 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 Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).
___ (ii) Alternate I (May 2008) 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).
___ (ii) Alternate I (Dec 2007) of 52.223-16.
_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 (Sep 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.
(End of Clause)

ADDENDUM TO 52.216-18 ORDERING AND 52.216-19 ORDER LIMITATIONS:

DELIVERY ORDER ISSUANCE PROCEDURES:

A. Requirements and Ordering. Requirements under this contract shall be ordered in accordance with the Federal Regulations (FAR) clauses entitled, "Ordering and Order Limitations." The Contracting Officer shall be responsible for soliciting proposals and awarding delivery orders.

B. Method of Placing Delivery Orders. Each Delivery Order placed against this contract shall contain the following information:

(1) Contract Number and Delivery Order Number
(2) Item Description (Data Sheet Number and Requirement)
(3) Date of Order and Required Delivery Date
(4) Funding and Appropriation Data
(5) Total Amount
(6) Signature of the Contracting Officer

C. Fair Opportunity.

(1) All multiple award contractors shall be provided a fair opportunity to be considered for each order in excess of $2,500 pursuant to the procedures established in this clause, unless the contracting officer determines that:

(a) The agency's need for the services or supplies is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays;

(b) Only one such contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;

(c) The task or delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order; or

(d) It is necessary to place an order to satisfy a minimum guarantee.

(2) Unless the procedures in paragraph (1) are used for awarding individual orders, multiple award contractors will be provided a fair opportunity to be considered for each order using the following procedures:

(a) The Government will consider current pricing, delivery schedule, and non-cost considerations in making the award decision for each valve ordered.

(b) Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 U.S.C. 2304 (c) (Public Law 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or delivery order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

(c) For this contract, the designated task or delivery order ombudsman is 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. The task or delivery order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the Contractors are afforded a fair opportunity to be considered for task and delivery orders in excess of $2,500, consistent with procedures in the contract. However, it is not within the designated task or delivery order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

(d) This clause does not guarantee the Contractor issuance of any task order or delivery order above the minimum guarantee(s) stated herein.

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 (Apr 2008)
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 (Apr 2008)
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 Office of Procurement]
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)
52.204-9	Personal Identity Verification of Contractor Personnel (Sep 2007)
52.216-18	Ordering (Oct 1995) Fill In: ((a) *from the effective date of the contract through not more than five (5) years after the effective date of the contract, or one year past the end of the ordering period (1816.505-72(a)).*
52.216-19	Order Limitations (Oct 1995) Fill In: ((a) *<<32>>*; (b)(1) *<<200>>*; (b)(2) *<<32 >>*; (b)(3) *<< thirty (30) days>>*; (d) *<< thirty (30) days>>*.)
52.216-22	Indefinite Quantity (Oct 1995) Fill In: (d) *<<five (5) years after the effective date of the contract.>>*)

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:

1852.215-84	Ombudsman (Oct 2003) Alternate 1 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)
1852.223-72	Safety and Health (Short Form) (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

1852.237-72 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

NFS 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.

LIST OF ATTACHMENTS

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

Attachment 1	Specification 200GT-GE01 17 Pages	Dated: February 12, 2008

Note: Attachment 1is located on the CD-ROM which must be ordered from Joy.G.Dedeaux@nasa.gov