

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>Offeror to complete blocks 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 4200239332		2. PAGE 1 OF 39	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER NNS08239332R	
		Ref. Block 31c.				6. SOLICITATION ISSUE DATE May 28, 2008	
7. FOR SOLICITATION INFORMATION CALL 		a. NAME Sonia Rushing		b. TELEPHONE NUMBER (No collect calls) (228) 688-1620		8. OFFER DUE DATE/ LOCAL TIME July 15, 2008, 3:00 PM	
9. ISSUED BY John C. Stennis Space Center NASA/Acquisition Management Office Program Management Support Division, Code DA10 Bldg 1100, Mail Code DA10 Stennis Space Center, MS 39529-6000				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESSES NAICS: 334290 SIZE STANDARD: <u>750</u> <input type="checkbox"/> SERVICE-DISABLED VETERAN- OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING DO-C9	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO: NASA/John C. Stennis Space Center Acquisition Management Office Bldg 1100, Mail Code BA33 Stennis Space Center, MS 39529-6000				16. ADMINISTERED BY SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR		FACILITY CODE		18a. PAYMENT WILL BE MADE BY NASA/ Shared Services Center Financial Management Division/Accounts Payable Bldg 1111, Room C Stennis Space Center, MS 39529-6000 Email: NSSC-AccountsPayable@nasa.gov FAX (866) 209-5415			
Taxpayer Identification No. (TIN): _____ Cage Code: _____ DUNS: _____ TELEPHONE NUMBER _____				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SUPPLIES AND/OR SERVICES TO BE FURNISHED: The contractor shall provide all resources necessary to furnish the supplies/services in accordance with Specification Number 13F00- GF01, dated February 14, 2008, entitled, "A/B COMPLEX MULTI-CHANNEL DIGITAL INTERCOMMUNICATIONS SYSTEM." <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				<input type="checkbox"/> 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:			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED							
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)	
						31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	EQUIPMENT CABINET, 42 RU, 105 CFM TOP FAN, PLUGMOLD W/LOCKING DOORS, GROUND BUS BAR	1	EA		
002	48 PORT PATCH PANEL, RJ45 2 RU, SHIELDED	1	EA		
003	HORIZONTAL CABLE MANAGEMENT PANEL, 3"	1	EA		
004	RJ45 MODULAR INSERT, SHIELDED, CAT 6	1	EA		
005	RJ45 MODULAR INSERT, WHITE (T1 CARD BANK PORT)	1	EA		
006	MODULAR INSERT, BLANK, WHITE	1	EA		
007	PATCH CORD, RJ45, BLUE, 8'	1	EA		
008	PATCH CORD, RJ45, GRAY, CAT 6, 8' (T1 CARD BANK CONN)	1	EA		
009	CROSSOVER PATCH CORD, RJ45, ORANGE, 8'	1	EA		
010	DUPLEX FIBER JUMPER, SINGLEMODE, 3 METERS, ST/ST	1	EA		
011	CORE ELECTRONICS UNIT ASSEMBLY W/REDUN PWR, SUPPORTS 36 OR MORE CHANNELS INTERNAL PWR & I/O ASSEMBLY (RJ45 CONNECTORS)	1	EA		
012	STATION INTERFACE ELECTRONICS CARD, SUPPORTS UP TO 4 CHANNELS	1	EA		
	<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
32a. QUANTITY IN COLUMN 20 HAS BEEN					
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NO. OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE			
		32d. RECEIVED AT (Location)			
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA – FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
013	FINAL SYSTEM ASSEMBLY AND TEST, FACTORY TEST ACCEPTANCE, SYSTEM DOCUMENTATION FOR NUMBER		1	EA		
	OF CORE ELECTRONICS UNIT ASSEMBLIES					
014	INTERCOM STATION (CLASS 1, DIVISION II, GROUP B) HAZARDOUS WALL MOUNT ENCLOSURE, SUPPORTS		1	EA		
	4 OR MORE CHANNELS					
015	INTERCOM STATION (NON-HAZARDOUS) RACK MOUNT, 2 RU, SUPPORTS 4 OR MORE CHANNELS		1	EA		
016	T1 TO FIBER CONVERTER, SINGLE-MODE W POWER SUPPLY		1	EA		
017	5 POSITION MOUNTING SHELF FOR FIBER CONVERTERS		1	EA		
018	T1 MULTIPLEXER HOUSING E/W HORIZONTAL MOUNTING ACCOMMODATES TWO BASE UNITS		1	EA		
019	T1 MULTIPLEXER BASE UNIT, DUAL T1 & PWR SUPPLY ACCOMMODATES UP TO 6 CARD BANK UNITS		1	EA		
020	4 CHANNEL 4W E&M T1 CARD BANK UNIT		1	EA		
021	CHASSIS, RECTIFIER MOUNTING SHELF, 1 RU, 3 SLOT, 2400W		1	EA		
022	RECTIFIER, 48VDC, 16.7A		1	EA		
023	POWER CORD, IEC, 15 AMP		1	EA		
024	LOCAL POWER SUPPLY, 120 VAC IN, 48 VDC OUT		1	EA		
	<i>(Use Reverse and/or Attach Additional Sheets as</i>					
32a. QUANTITY IN COLUMN 20 HAS BEEN						
<input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NO. OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NO.		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
					32d. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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PART I – THE SCHEDULE (CONT.)

SECTION B- SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PRICE SCHEDULE

This Price Schedule shall be completed by the offeror and made part of the offer under Block 19 of the Standard Form 1449. The contractor shall provide all resources (except as may be expressly stated in this solicitation as furnished by the Government) necessary to furnish the items below in accordance with the specifications and drawings of this contract:

Description	UNIT PRICE	MINIMUM	MAX COMBINATION ORDER
Additive #1: Equipment Cabinet, 21 Ru, 105 CFM Top Fan, Plugmold W/Locking Doors, Ground Bus Bar	\$_____EA	0	10
Additive #2: Intercom Station (Class 1, Division 1, Group B) Hazardous Wall Mount Enclosure, Supports 4 Or More Channels	\$_____EA	0	50
Additive #3: Intercom Station (Non-Hazardous) Wall Mount Enclosure, Supports 4 Or More Channels	\$_____EA	0	50
Additive #4: Intercom Station (Non-Hazardous) Nema 4x Outdoor Enclosure, Supports 4 Or More Channels	\$_____EA	0	50
Additive #5: T1 F/O Multiplexed Chassis, Supports Up To 8 Ports 19" Rack Mount, 2 RU, 115 Vac	\$_____EA	0	10
Additive #6: 4 Channel T1 Input/Output Interface Module	\$_____EA	0	12
Additive #7: Power Supply, 48 VDC, 1 RU, 6.0 Amps, Redundant With 5 Position Fuse Panel	\$_____EA	0	5
Additive #8: 50 Ft Extension Cable (Class 1 Division II Group B)	\$_____EA	0	100
Additive #9: 25 Ft Extension Cable (Class 1 Division II Group B)	\$_____EA	0	100
Additive #10: System Initialization, Activation, Validation And Verification	\$_____EA	0	160 hrs

STENNIS SPACE CENTER
A/B COMPLEX MULTI-CHANNEL DIGITAL INTERCOMMUNICATIONS SYSTEM
REQUIREMENTS/SPECIFICATIONS
13F00-GF01

1. System Design Requirements

1.1. System Overview

- 1.1.1. The Multi-Channel Digital Intercommunications System shall be comprised of geographically distributed and interconnected (over the existing SSC Fiber Optic Backbone) central/core intercom equipment, configured and equipped to support a variety of end user intercom stations including: wall mount, rack mount, desktop, outdoor, and hazardous location stations.
- 1.1.2. The system shall include provisions for expansion to other areas of Stennis Space Center.
- 1.1.3. The system shall include dedicated channels for major designated test areas (i.e. A-1 Test Facility, A-2 Test Facility, etc.).
- 1.1.4. The system shall include provisions for integration with the existing SSC Early Warning System, radio, and paging systems. An additional five (5) channels will be needed over and above the existing nineteen (19) channels to accommodate the new A3 Test Facility for a total of twenty-four (24) channels.
- 1.1.5. The System shall be capable of connectivity to remote locations such as the High Pressure Industrial Water Facility (6 Intercom Stations), the High Pressure Gas Facility (1 Intercom Station), a guard shack (1 Intercom Station) and the Cryogenic Storage Facility (1 Intercom Station) without the installation of central/core intercom equipment at the remote location.

1.2. Environmental Considerations –

- 1.2.1. Indoor Intercom Stations and Central/Core Intercom Equipment - Equipment shall be suitable for use in the following general types of surroundings:
 - Temperature Range
 - Normal Operating: 41°F to 95°F (5°C to 35°C) Temperature excursions above and below this range shall not result in degradation to interoperability or functionality of hardware.
 - Non-operating: -4°F to 140°F (-20°C to 60°C)
 - Relative Humidity
 - Operating: 20% to 80%, 27°C max wet bulb (non-condensing)
 - Non-operating: 93%, 38°C max wet bulb (non-condensing)
 - Operating Altitude
 - Sea level to 9,843 ft (3000m)
- 1.2.2. Outdoor Intercom Stations (Non-Hazardous)
 - 1.2.2.1. Equipment shall be suitable for use in the following general types of surroundings:

- Extremely noisy, as high as 115 dB sound pressure level
- Extremely warm (Ambient temperature to 158°F, 70°C maximum)
- Extremely cold (Ambient temperature to -22°F, -30°C minimum)
- Humid (up to and including 100% humidity) locations
- Oily Locations
- Extremely dusty and smoky locations, including dirt and ash
- Outdoors (Equipment listed as outdoor or weatherproof only)

1.2.2.2. Equipment shall withstand vibrations of 0.02-inch double amplitude for frequencies between 2Hz and 50Hz for 10 minutes without degradation to operability or functionality of hardware.

1.2.2.3. Equipment shall perform to the following physical and environmental specifications: NEMA 4X, or equivalent, without degradation to operability or functionality of hardware.

1.2.3. Hazardous Environment Intercom Stations

1.2.3.1. Equipment shall be suitable for use in the following general types of surroundings:

- Extremely noisy, as high as 115 dB sound pressure level
- Extremely warm (Ambient temperature to 158°F, 70°C maximum)
- Extremely cold (Ambient temperature to -22°F, -30°C minimum)
- Humid (up to and including 100% humidity) locations
- Oily Locations
- Extremely dusty and smoky locations, including dirt and ash

1.2.3.2. Equipment shall be certified by a nationally recognized U.S. Testing Laboratory to operate in Class 1 Divisions 1 & 2 Group B hazardous environments without purging. Proof of certification shall be included as part of vendor response.

1.2.3.3. Equipment shall withstand vibrations of 0.02-inch double amplitude for frequencies between 5Hz and 50Hz for 10 minutes without degradation to operability or functionality of hardware.

1.2.3.4. Equipment shall allow mounting without obstruction to the unit's interfaces.

1.2.3.5. Equipment shall perform to the following physical and environmental specifications: NEMA 4X, or equivalent, without degradation to operability or functionality of hardware.

1.2.4. Sound Pressure Level (SPL) Weighting. SPL Weighting specifications shall use a flat unweighted SPL for the purposes of this SRD.

1.3. System Operations

1.3.1. The system shall provide digital non-blocking voice communications.

1.3.2. Conversations shall take place between intercom stations using headsets or telephone-type handsets equipped with Push-To-Talk (PTT) switches.

1.3.3. Handsets/Headsets shall perform in areas as high as 115 dB (Sound Pressure Level) ambient noise without the use of acoustical enclosures or booths (not to exceed 115 dB SPL).

1.3.4. Each intercom station shall be capable of switching between a minimum of twenty-four (24) channels, each with the ability to allow all intercom stations to operate simultaneously on that channel without degradation to operability or functionality of hardware.

- 1.3.5. Each intercom station shall have the ability to broadcast the audio channel in use over its internal speaker.
- 1.3.6. The intercom system shall have the ability to broadcast speech over the SSC Test Complex paging system.
- 1.3.7. Where necessary to prevent acoustic coupling, each intercom station speaker shall be automatically muted (when wired accordingly during installation) when the handset/headset is enabled.
- 1.3.8. Intercom channel(s) shall provide full duplex conversation capability without interference or crosstalk between channels.
- 1.3.9. The System shall support headset extensions of up to 100' from the intercom station via station electronics or powered headsets.
- 1.3.10. Each central/core intercom electronics unit must support a minimum of thirty-six (36) intercom stations.

1.4. Intercom Station Types - only the following intercom station types will be permitted to operate in the environment. Not all of the intercom station types may be required.

1.4.1. Indoor Wall Mounted Intercom Stations

- 1.4.1.1. The Indoor Wall Mounted Intercom Station type shall be suitable for indoor wall mounting applications.
- 1.4.1.2. The Indoor Wall Mounted Intercom Stations shall be equipped with a minimum of four (4) multiple channel selectors, each capable of selecting any of twenty-four (24) intercom channels in either an active Talk/Listen or listen only mode simultaneously.
- 1.4.1.3. Each Indoor Wall Mounted Intercom Station shall include a visual call LED indicating channel selection is either in the active Talk/Listen or Listen Only mode.
- 1.4.1.4. Each Indoor Wall Mounted Intercom Station shall be provisioned with two headset/handset receptacles with separate Volume Controls in order to support two operators.
- 1.4.1.5. Each Indoor Wall Mounted Intercom Station shall include an integrated speaker with a dedicated volume control.
- 1.4.1.6. Each Indoor Wall Mounted Intercom Station shall be suitable for use as defined in section 1.2.1.

1.4.2. Indoor Rack-Mounted Intercom Stations

- 1.4.2.1. The Indoor Rack-Mounted Intercom Station type shall be suitable for indoor rack mounting applications inside standard 19" equipment racks.
- 1.4.2.2. Each Indoor Rack-Mounted Intercom Station shall be equipped with a minimum of four (4) multiple channel selectors, each capable of selecting any of twenty-four (24) intercom channels, in either an active Talk/Listen or Listen Only mode simultaneously.

- 1.4.2.3. Each Indoor Rack-Mounted Intercom Station shall include a visual call LED indicating channel selection to either the active Talk/Listen or Listen Only mode.
- 1.4.2.4. Each Indoor Rack-Mounted Intercom Station shall be provisioned with two headset/handset receptacles with separate Volume Controls to support two operators.
- 1.4.2.5. Each Indoor Rack-Mounted Intercom Station shall include an integrated speaker with dedicated volume control.
- 1.4.2.6. Each Indoor Rack-Mount Intercom Station shall be suitable for use as defined in section 1.2.1.

1.4.3. Desktop Intercom Stations

- 1.4.3.1. The Desktop Intercom Station type shall be suitable for desktop mounting in indoor applications.
- 1.4.3.2. Each Desktop Intercom Station shall be equipped with a minimum of four (4) multiple channel selectors, each capable of selecting any of twenty-four (24) lines, in either an active Talk/Listen or listen only mode simultaneously.
- 1.4.3.3. Each Desktop Intercom Station shall include a visual call LED indicating channel selection to either the active Talk/Listen or Listen Only mode.
- 1.4.3.4. Each Desktop Intercom Station shall be provisioned with two headset/handset receptacles with separate Volume Controls to support two operators.
- 1.4.3.5. Each Desktop Intercom Station shall include an integrated speaker with dedicated volume control.
- 1.4.3.6. Each Desktop Intercom Station shall be suitable for use as defined in section 1.2.1.

1.4.4. Weatherproof Wall Mounted Intercom Stations

- 1.4.4.1. The Weatherproof Wall Mounted Intercom Station type shall be suitable for mounting in an outdoor, non-hazardous location.
- 1.4.4.2. Each Weatherproof Wall Mounted Intercom Station shall meet the same functional requirements as the Indoor Wall Mounted Intercom Station Section 1.4.1.
- 1.4.4.3. Each Weatherproof Wall Mounted Intercom Station shall be compliant with the environmental requirements as specified in Section 1.2.2.
- 1.4.4.4. Each Weatherproof Wall Mounted Intercom Station shall include an integrated speaker.

1.4.5. Hazardous Area Intercom Stations

- 1.4.5.1. The Hazardous Area Intercom Station type shall be suitable for wall-mounted operation in a Class 1 Division 2 Group B location per Section 1.2.3. There may also be a requirement for a Class I Division I Group B Hazardous Area Intercom Station.
- 1.4.5.2. Each Hazardous Area Intercom Station shall include an integrated speaker with dedicated volume control.

- 1.4.5.3. Each Hazardous Area Intercom Station shall be equipped with a minimum of four (4) channel selectors, each capable of selecting any of twenty-four (24) intercom channels in either the Talk/Listen or Listen Only mode simultaneously.
- 1.4.5.4. Each Hazardous Area Intercom Station shall include two headset receptacles with separate volume controls to support two operators.
- 1.4.5.5. Class 1 Division 2 Group B rated (or better) headsets shall be required for use with each Hazardous Area Intercom Station.

1.4.6. Wireless Headsets

- 1.4.6.1. The Multi-Channel Digital Intercom System shall accommodate the use of existing AB-Complex wireless headset communication equipment to provide two-way, full duplex communications in locations where the use of existing cords is not practicable. The following table identifies the existing wireless headset systems.

<i>HEADSET MANUFACTURER</i>	<i>MODEL NUMBER</i>
CAT	QB3 Intrinsically Safe
Netcom	GN9120SR1026

- 1.4.6.2. All new wireless communication headsets/handsets shall include PTT functionality.
- 1.4.6.3. Interface adapters or adapter cables shall be provided between each wireless headset base unit and its associated intercom station.
- 1.4.6.4. Wireless headsets for use in hazardous environments per section 1.2.3 shall be rated Class 1 Division 2 Group B (or better).
- 1.4.6.5. Wireless headsets shall be designed to minimize fatigue to the user (e.g. battery belt packs to reduced load bearing weight on the head and neck).
- 1.4.6.6. Wireless headsets shall conform to applicable NTIA and FCC requirements for power level and frequency. NOTE: All wireless equipment specifications should be reviewed by the SSC Frequency Manager to assure concurrence on use of the specified equipment at SSC.
- 1.4.6.7. The Wireless Headset Systems shall include provisions for operational security (e.g. Prevent unauthorized monitoring or malicious interference). Individual wireless headsets are not required to meet this specification.

1.4.7. Amplified Speaker Stations

- 1.4.8. Amplified Speaker Stations shall provide amplified audio-only and not have the capability of two-way communications. Below is a listing of the types of Speaker Amplifier Stations:
- Indoor Amplified Speaker - These stations are suitable for indoor use per section 1.2.1.
 - Weatherproof Amplified Speaker - Suitable for outdoor use per section 1.2.2.
 - Hazardous Area Amplified Speaker - These stations are suitable for outdoor and hazardous environment use per section 1.2.3.

1.5. Hardwired Headsets

- 1.5.1. All lightweight (indoor use) and high ambient noise area type headsets shall have Push-To-Talk (PTT) switch and a minimum 15' coil cord.
 - 1.5.2. All headsets shall provide operator selectable audio levels for minimum and maximum volume adjustment.
 - 1.5.3. All headsets shall be hearing aid compatible.
 - 1.5.4. The Multi-Channel Digital Intercommunications System shall accommodate the use of the existing wired headsets. Connector replacement or use of adapters to meet this requirement is acceptable. Part numbers for the existing connector are Federal Stock Number 5935-00-283-2950. The AMP part number is 164-28.
 - 1.5.5. Headsets shall provide a Noise Reductions Rating of 22-24 dB or better for high ambient noise areas.
 - 1.5.6. The system shall allow for the use of a 100 ft extension cable to support remote operations. This may be accomplished by introduction of a battery pack in non-hazardous areas. Battery packs operating in hazardous rated areas shall be rated Class I Div II Group B or better.
- 1.6. **Design Life** - The system shall have a system design life expectancy of at least 10 years.
 - 1.7. **Duty Cycle** - The system shall be designed to operate with a duty cycle of 24 hours per day, 7 days per week throughout the system life.
 - 1.8. **COTS Utilization** - The system shall be comprised of COTS components to the maximum extent practicable.
 - 1.9. **Energy Star Compliance** - The system shall be comprised of Energy Star compliant products where practical.
 - 1.10. **Fixed Intercom Stations** - The system shall be designed to support a minimum of 250 individual stations.
 - 1.11. **Expansion** - The system shall be capable of supporting a minimum of 50 % growth in individual stations.
 - 1.12. **Full Duplex** - The system shall support full duplex communications.
 - 1.12.1. **Side Tone** - The System shall support side tone.

1.13. Interface Requirements

- 1.13.1. Recorder - The system shall include output interface to existing audio recording devices for a minimum of four audio channels to document test stand communications.
- 1.13.2. Paging System - The system shall provide a 600-ohm balanced interface (adjustable from +7 to -16 dB) to the existing Paging System.
- 1.13.3. Radio Interface
 - 1.13.3.1. The system shall provide a 600-ohm balanced interface (adjustable from +7 to -16 dB) to the SSC site radio system.
 - 1.13.3.2. The PTT key shall be DC Ground.

- 1.14. **Power Requirements** - The system shall accept the following power sources: 108/132 VAC, 50/60Hz and 28-48Vdc.

2. Functional Requirements

2.1. Conference Communications

- 2.1.1. The system shall provide for conference communications where users are able to connect into a common bus or channel and communicate with other connected users on a non-blocking basis.
- 2.1.2. The conference capability shall support intercommunications between any number of intercom stations (to the system maximum) without any degradation of system performance.

2.2. Transmit Modes

- 2.2.1. Press-to-Talk - The system shall support headsets with PTT switch to enable transmit function within the station.
- 2.2.2. Continuous - All headsets shall be equipped with a lockable PTT switch such that the operator will have the ability to lock the station into a continuous communications mode.

2.3. Radio Frequency Interference

- 2.3.1. The system shall comply with applicable Federal Communications Commission (FCC) regulations for industrial environments.
- 2.3.2. The system shall be designed to minimize potential radio frequency emissions with the potential to interrupt test operations, e.g. actuation of control systems or inflection of instrumentation readout values.

3. Performance Requirements

3.1. Frequency Response

- 3.1.1. The system shall conform to a frequency response of 300 Hz to 3300 Hz (standard Telco for Time Division Multiplexing (TDM)) at the "roll-off points" (see glossary).
- 3.1.2. The system shall conform to North America mu-law standards.

3.2. Total Harmonic Distortion - The system shall have a total harmonic distortion of less than 2% between 300 and 3300 Hz at 0 dBm.

3.3. High-Frequency Rejection - The system shall have a high frequency rejection of a minimum attenuation of 12 dB/decade for frequencies over 3300 Hz.

3.4. Signal-to-Noise - The signal-to-noise ratio shall be 70 dB or greater.

3.5. Idle Channel Noise - The system shall provide a -50 db of Idle Channel Noise.

3.6. Crosstalk Isolation - The system shall have a minimum of 70 dB of crosstalk isolation between all channels.

4. General Diagnostic Requirements

- 4.1. The system shall provide operational diagnostic LED health status indicators in order to rapidly isolate hardware faults to the Line Replaceable Units (LRU) level. Examples are Liquid Crystal Display (LCD) indicators on circuit cards such as line, intercom station, trunk, and power supplies.
- 4.2. Diagnostics and/or LED indicators shall be provided to allow maintenance personnel the capability to promptly isolate failed elements down to the LRU (including intercom stations).
- 4.3. Diagnostic capabilities shall not require removable media in order to execute.
- 4.4. Failure of any board-level diagnostic or self-test function shall not degrade other system operational functions.

5. General Health and Status Requirements

- 5.1. The System shall provide equipment health and status information.
- 5.2. The execution of the health and status functions shall have no interference with real time operational data flow or processing on other interfaces.

6. Installation Requirements

- 6.1. Connectivity between remotely distributed core intercom systems shall utilize the existing Fiber Optic Backbone Infrastructure.
- 6.2. All interconnect cabling shall be rated for conditions in which it will be installed.
- 6.3. Communications cable shall be run throughout the test complex in cable trays, cable rails, metallic or non-metallic conduit, and various combinations of each.
- 6.4. The system shall accommodate an incremental approach to conversion from the heritage system to the new system. It is anticipated that conversions will be accomplished in blocks by major facility over a period of three (3) years as testing requirements and funding allows.
- 6.5. The system shall not preclude interoperability with the heritage system.

7. Reliability, Maintainability and Availability Requirements

- 7.1. The System shall meet the following performance characteristics:
 - MTBF of at least 100,000 hours
 - Availability of at least 0.999975 based on normal operating loading.
- 7.2. All subsystem elements shall have an MTSR of no more than 30 minutes for 90% of the failures.
- 7.3. The System shall complete a power up within a five (5) minute time period, including establishing connectivity to all subsystems and be operationally ready.
- 7.4. Individual intercom stations shall complete a power-up reset within a thirty (30) second time period.
- 7.5. The System LRUs shall be "hot swappable" (see glossary).

7.6. The System shall automatically reload all necessary configurations to be “Operational” when either of the following occur: Removal and replacement; or Card reset via card reset button.

8. Grounding and Surge Protection Requirements

8.1. Enclosure Grounding Requirements - Each enclosure accommodating AC power shall support the following two (2) grounds:

8.1.1. Safety Ground - The enclosure Safety Ground shall provide the capability to terminate to an external electrical ground source.

8.1.2. AC Power Ground - The enclosure Power Ground shall be provided via the third wire (green wire) in the power-distribution.

8.2. The power requirements of the system shall provide AC Surge Suppression as described in Section 4.18.5 of NFPA780.

8.3. The system shall provide Transient Voltage Surge Suppression as described in Section 3.4.5 of KSC-STD-E-0012E.

9. Documentation Requirements

9.1. A minimum of two (2) sets of User’s Manuals for each intercom core unit with instructions for all aspects of operation, including setup, interfaces, and connections, and data retrieval shall be provided. Electronic copies on DVD are acceptable.

9.2. A maintenance manual for each intercom core unit that contains diagrams of system architecture, list of spare parts, instructions for replacing parts, and troubleshooting procedures shall be provided. Electronic copies on DVD are acceptable.

Appendix A: Acronyms

AC	Alternating Current
ANSI	American National Standards Institute
COTS	Commercial-Off-The-Shelf
dB	Decibels
dBm	Decibel, Milliwatt; decibel referenced to one Milliwatt into 600 ohms.
DC	Direct Current
EIA	Electronic Industries Alliance
GFE	Government Furnished Equipment
Hz	Hertz
IEEE	Institute of Electrical and Electronics Engineers
kHz	Kilohertz
LCD	Liquid Crystal Display
LED	Light Emitting Diode
LRU	Line Replaceable Unit
LSA	Local Site Administrator
MTBCF	Mean Time Between Critical Failures
MTBF	Mean Time Between Failure
MTSR	Mean Time To Service Restore
mW	Milli-watt
NASA	National Aeronautics Space Administration
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
PBI	Push Button Indicator
PTT	Push To Talk
RF	Radio Frequency
SPL	Sound Pressure Level
SRD	System Requirements Document
T/L	Talk/Listen
UL	Underwriter Laboratories
USB	Universal Serial Bus
VAC	Volts Alternating Current
VDC	Volts Direct Current

Appendix B: Definitions

As-Needed Support - As-needed (or as-required) support pertains to optional vendor support that NASA may call upon for assistance with implementation activities. This support will be requested by NASA in writing, as the exercising of pre-defined options, and may be called upon at any time throughout the life of the contract.

Checkpoint - A point within the development cycle of a new or modified capability where the progress to date is verified via a prototype or demonstration in order to provide early assurance of the development progress and ensure the development is meeting requirements.

Commercial-Off-The-Shelf (COTS) Equipment - COTS equipment is defined as field proven, unmodified hardware produced by an established commercial manufacturer and sold during the course of conducting normal business operations. The COTS equipment is considered field proven, if the like equipment has been installed in at least three (3) installations and has been fully operational for a minimum of three (3) months. Quantities are considered substantial only when the quantities sold are sufficient to constitute a real commercial market.

Final Acceptance - Final Acceptance of the product is defined as the time frame when all deliverable products have been successfully tested, shipped, received, inspected, and all open issues/discrepancies resolved.

Hot-swappable - The capability of being able to disconnect and connect devices (LRUs) while the system is in operation and have those devices (LRUs) be detected and start operation without having to reboot the system.

Integrated COTS Equipment - Integrated COTS equipment is defined as the incorporation of different fully COTS components into the final deliverable product. While the delivered product is therefore a combination of several COTS elements, the Vendor treats the final product as one COTS product to the customer

Line Replaceable Unit (LRU) - An LRU is the smallest field replaceable module, assembly, subassembly, or part in which a malfunction can be identified, and can be economically spared and stored. Malfunctioning LRUs are isolated, removed, and replaced within corrective maintenance time requirements as defined by the MTSR for that LRU

MTBCF - Mean Time Between Critical Failures - The average time a device will function before any non-redundant (i.e., critical) element failing.

MTBF - Mean Time Between Failures - The average time a device will function before failing. Reference the Appendix D for further definition and algorithms for computation.

MTSR - Mean Time to Service Restore - The mean time to restore service following system failures that result in a service outage. Note: The time to restore includes all time from the occurrence of the failure until the restoration of service (i.e., includes the time to isolate a failure to the defective replaceable module and the time to access, remove, and replace the defective module with an operational spare).

Roll-off Points - Bandwidth in an analog circuit is determined by measuring the power transferred to a load versus the frequency of the signal. The low and high frequency end points (roll off points) are where the power is 3dB below the nominal level measured. Bandwidth is then the difference between the high and low frequency points.

Side Tone - An attenuated portion of the transmit audio returned to the originator.

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

John C. Stennis Space Center

Inspection/Final Delivery will be performed at Warehouse Bldg 2204.

Stennis Space Center, MS 39529-6000

Attn: Mark Hughes (228-688-1657)

The period of performance shall be 5 years from the effective date of the contract. 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.**

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

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

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

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. Offeror shall provide all literature describing the Digital Intercom hardware including but not limited to Equipment Specifications or Hardware Data Sheets, User’s Guides, Test Results, Detailed Design Architecture, Electrical Connection Diagrams, and Marketing Brochures. Literature in electronic format is desirable.
2. Offeror shall provide a section in their proposal for Technical Compliance organized such that the Digital Intercom hardware specifications/requirements are listed in numerical order followed by an explanation demonstrating how this specification/requirement is satisfied. Test results and literature excerpts are acceptable but must also include detailed rationale explaining test results and literature claims.
3. Offeror shall provide “Proof of Certification” for any hardware to be used in a Class I Division I Group B hazardous rated environment for Hydrogen and any hardware to be used in a Class I Division II Group B hazardous rated environment for Hydrogen per **NFPA 70 NEC Article 500, Hazardous (Classified) Locations**. “Proof of Certification” shall be from a Nationally Recognized Testing Laboratory (NRTL) under 29 CFR 1910.7.

4. Offeror shall provide a Quality Control Manual.

(B) SCHEDULE

1. Offeror shall provide a preliminary schedule depicting any design, procurement, manufacturing (Commercial-off-the-shelf (COTS) hardware subsystems such as intercom stations, intercom core electronics, hazardous area rated headphones, etc. should have a set manufacturing cycle), testing, and delivery in calendar days after receipt of order with final date identified for each order.

2. Offeror shall provide documentation sufficient to demonstrate the ability to meet the delivery dates when an order is placed. The number of shipping days and method shall be included in the schedule.

(C) PAST PERFORMANCE

1. Past Performance Information (PPI) and Relevant Experience Information shall include the name(s) and contact information for the 3 most recent (within 3 years from the offer 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 verifiable experience in design, manufacture, installation, and operation of intercom equipment for aerospace and industrial type applications including hazardous rated environments for hydrogen in rocket engine testing or launch facilities.

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

(D) SMALL BUSINESS UTILIZATION

Offeror shall provide documentation identifying proposed Small Disadvantaged Business (SDB) participation, identifying the extent of participation of small disadvantaged business concerns in performance of the contract. This applies to both large and small business offerors.

(E) 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.

(F) 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 requirements, but rather shall provide convincing rationale to address how the offeror intends to meet the 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

following factors shall be used to evaluate offers: technical compliance, past performance, schedule, and cost. Technical compliance and past performance, when combined, are significantly more important than schedule or cost.

(b) Options. N/A

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

The following **ADDENDUM TO FAR 52.212-2** is incorporated:

(A) COMPETITIVE NEGOTIATED PROCUREMENT USING QUALITATIVE CRITERIA

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

(B) EVALUATION CRITERIA

a. The award will be made where the offeror is determined to be responsible, and the proposal is responsive and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of technical compliance, past performance, schedule, and cost. Therefore, subjective judgment by the government is implicit in the evaluation process. **Technical Compliance and Schedule, when combined, are significantly more important than Past Performance or Cost.** If offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made without conducting discussions.

b. Once all responses have been gathered, proposals will be qualitatively evaluated by team members using the below value characteristics. These value characteristics are performance-based and permit evaluation of the proposal, which provides better results for a reasonable marginal increase in price. All proposals will be judged against these value characteristics.

(C) EVALUATION PROCESS

The Government will evaluate proposals in two general steps:

Step One -- An initial evaluation will be performed to determine if all required information has been provided and the Offeror has presented a responsive proposal. Offeror may be contacted only for clarification purposes during the initial evaluation. Should a proposal be determined 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** and the value characteristics identified herein. Based on this evaluation, the Government has the option, depending on the specific circumstances of the proposals received, to utilize one of the following methods: **(1)** Make selection and award without discussions, (**preferred method**); or **(2)** after establishment of the competitive range, hold discussions with all finalists and afford

each Offeror an opportunity to revise its proposal, and then make selection based upon an evaluation of the revised proposals.

Offerors are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on your overall evaluation.

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

(D) VALUE CHARACTERISTICS

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

- a) **Technical Compliance 50%** - The government will evaluate to what extent proposal is in compliance with required Specifications.
- b) **Past Performance 25%** - The government will evaluate past and present performance based on the offeror's recent and relevant performance.
- c) **Schedule 25%** - The government will evaluate to what extent proposed schedule meets the government's needs as specified in the solicitation.

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

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

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

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

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

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

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

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

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

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

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

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

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

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

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

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization*.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent*.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

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

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

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

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

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

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

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> 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]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

____ Black American.

___ Hispanic American.

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

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

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

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

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

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

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

[List as necessary]

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

52.216-18 Ordering (Oct 1995) Fill In: ((a) from the effective date of the contract through the date not more than five (5) years after the effective date of the contract.)

52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through **five (5) years**.

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

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

(End of clause)

52.216-19 Order Limitations. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less

than **Refer to table on page 31**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of Refer to table on page 31;

(2) Any order for a combination of items in excess of Refer to table on page 31; or

(3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-19 Order Limitations (Oct 1995) Fill In: ((a) *See Table Below*; (b)(1) *See Table Below*; (b)(2) *See Table Below*; (b)(3) <<*ex. thirty (30) days*>>; (d) <<*ex. two (2) days*>>.)

Line Item No.	(a) Min	(b)(1) Max Single Order	(b)(2)Max Combination Order
001	7	N/A	20
002	9	N/A	50
003	16	N/A	40
004	368	N/A	1000
005	56	N/A	150
006	32	N/A	75
007	458	N/A	1200
008	35	N/A	80
009	10	N/A	20
010	21	N/A	50
011	9	N/A	30
012	69	N/A	200
013	9	N/A	30
014	162	N/A	500
015	83	N/A	300
016	16	N/A	40
017	8	N/A	20
018	7	N/A	20
019	7	N/A	20
020	13	N/A	40
021	9	N/A	25
022	27	N/A	70
023	27	N/A	70
024	3	N/A	20
025	2	N/A	20
026	2	N/A	10
027	2	N/A	10
028	90	N/A	300
029	30	N/A	120
030	30	N/A	100

52.216-21 Requirements (Oct 1995) Fill In: ((f) .01/31/2013)

52.216-22 Indefinite Quantity (Oct 1995):

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

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

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

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

52.252-1 SOLICITATION PROVISIONS INCORPORATED

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (Feb 1998)

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

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

The following FAR provisions are included by reference:

- 52.211-14 Notice of Priority Rating for National Defense Use (Sep 1990) DO-C9
- 52.233-2 Service of Protest (Sep 2006) (John C. Stennis Space Center, Office of Procurement / DA00, Bldg 1100, Rm 251H, Stennis Space Center, MS 39529-6000)

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) PROVISIONS (<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>):

The following NFS provisions are included by reference:

- 1852.233-70 Protest to NASA (Oct 2002)

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 NASA Technical Representative.

(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. 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.

A. 52.212-5 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (Feb 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.]*

(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).

(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 (Nov 2007)(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.
- ___ (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)).
- ___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- X (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).
- X (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (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 (Sept 2006)(38 U.S.C. 4212).
- X (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)(38 U.S.C. 4212).
- X (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of 52.222-50.
- ___ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (26) 52.223-15, Energy Efficiency in Energy- Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (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 (Sept 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

<http://www.acqnet.gov/far/>; NASA FAR Supplement (NFS) clauses:

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

A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES

(<http://www.acqnet.gov/far/>):

The following clauses are included by reference:

- 52.204-7 Central Contractor Registration (Jul 2006)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Sep 2006)
- 52.211-15 Defense Priority and Allocation Requirement (Sep 1990)
- 52.225-8 Duty-Free Entry. (Feb 2000) Fill In: (g)(4) [NASA's John C. Stennis Space Center, MS, from Tariff Schedules, SSC Office of Procurement / DA00]
- 52.246-2 Inspection of Supplies – Fixed Price (Aug 1996)
- 52.247-34 F.O.B. Destination (Nov 1991)

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) CLAUSES

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

The following clauses are included by reference:

- 1852.215-84 Ombudsman (Oct 2003) Fill In: b. [Arthur (Gene) E. Goldman, Deputy Director, John C. Stennis Space Center, MS 39529-6000, E-Mail arthur.e.goldman@nasa.gov, Phone (228) 688-2123, or Fax (228) 688-3240.]
- 1852.219-76 NASA 8 Percent Goal (Jul 1997)
- 1852.223-72 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.