

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NO. J2002257 Basic (1F)		PAGE 1 OF 28	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See Block 31c.		4. ORDER NO.		5. SOLICITATION NO. RFO 13-SSC-O-02-40	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Robert Harris/James Huk		b. TELEPHONE NO. <i>(No collect calls)</i> (228) 688-3862 (228) 688-1045		8. OFFER DUE DATE/LOCAL TIME September 17, 2002 Not Later Than 3:00pm	
9. ISSUED BY NASA/OFFICE OF PROCUREMENT OPERATIONS CONTRACTING DIVISION MAIL CODE DA10 JOHN C. STENNIS SPACE CENTER STENNIS SPACE CENTER, MS 39529-6000			CODE 64	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: NAICS Code: 541370 SIZE STD: \$4M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9	
15. DELIVER TO NASA John C. Stennis Space Center Stennis Space Center, MS 39529-6000			CODE 64	16. ADMINISTERED BY Same as block no. 9			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE			18a. PAYMENT WILL BE MADE BY CODE EA22 NASA/Financial Management Office, Code EA22 Building 1100 John C. Stennis Space Center Stennis Space Center, MS 39529-6000				
Taxpayer Identification No. (TIN): _____ Cage Code: TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. MINIMUM AMOUNT
0001		Light Detection and Ranging (LIDAR) Digital Elevation Data Products In accordance with the attached statement of Work <i>(Attach Additional Sheets as Necessary)</i>		1	JB		
25. ACCOUNTING AND APPROPRIATION DATA 801/20110 001 609-00-00-00-64-2001-00-00-29-VXG2-00-2550 400000 PPC:BX						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>			31c. DATE SIGNED
				James D. Huk II			
32a. QUANTITY IN COLUMN 21 HAS BEEN ACCEPTED, AND CONFORMS TO THE <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR
				<input type="checkbox"/> PARTIAL <input type="checkbox"/>			
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE			32c. DATE	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/>			37. CHECK NUMBER
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY
				42a. RECEIVED BY <i>(Print)</i>			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

Statement of Work LIDAR Data Products

SUPPLIES AND/OR SERVICES TO BE FURNISHED. The contractor shall provided all resources necessary to furnish the supplies/services in accordance with the following statement of work:

1.0 Introduction:

The National Aeronautics and Space Administration (NASA) seeks sources of Light Detection and Ranging (LIDAR) digital elevation data and related products to support NASA's on-going Earth Science Enterprise research and applications. These data will be used to evaluate natural hazards in support of the NASA Solid Earth and Natural Hazards (SENH) Program. To accommodate fiscal year phasing of available funds this procurement consists of four parts; an initial procurement utilizing in-hand FY03 funding, and three options, to be exercised at NASA's discretion, that would utilize funding expected in FY04 and FY05. Two equally sized areas are to be mapped in the Cascade Range of Washington State, in the vicinity of the Darrington fault zone and Mount Saint Helens. Data acquisition is to be conducted in late autumn after deciduous leaf senescence (i.e., leaf-off) and prior to accumulation of snow cover, with the Darrington and Mount Saint Helens data acquisitions to occur in 2003 and 2004, respectively. Available FY03 funding is \$105,000 and FY04 and FY05 funding is expected to be \$105,000 per year, for a total contract amount of \$315,000 if all three options are both exercised by NASA. The initial procurement is for acquisition of the Darrington data in late autumn of 2003. The first contract option is for processing and delivery of the Darrington products in the spring of 2004. The second contract option is for acquisition of the Mount Saint Helens data in late autumn of 2004, and the third contract option is for processing and delivery of the Mount Saint Helens products in the spring of 2005. Proposers are asked to submit proposals that specify a cost breakdown for the initial procurement and the three options. The initial procurement value for the Darrington data acquisition must be equal to or less than the amount of available FY03 funds in order to accommodate fiscal year phasing of the funds. The proposals should also specify the amount of area that will be mapped for the total expected funding, providing data that meets or exceeds the product specifications described herein. The mapped areas for the Darrington and Mount Saint Helens projects should be of equal size.

The two areas to be mapped consist of high-relief, heavily vegetated terrain. Proposal responses are therefore desired that offer approaches for data acquisition, processing, and classification that are well adapted to collection and identification of ground elevations in topographically rugged, vegetated landscapes.

2.0 Project Areas

The locations of the Darrington fault zone and Mount Saint Helens regions are illustrated in Figure 1, with the areas of interest indicated as red rectangles. This RFP requests responses that propose a total square mileage of delivered data, conforming to the specifications detailed below, that would be acquired and processed for the funds available. The areas mapped for the two locations should be equally sized. The areas of interest outlined in the figures indicate the general regions for which data is desired. The specific boundaries of the project areas will be determined with the selected contractor, based upon the square mileage proposed to be mapped and based on the boundaries of other LIDAR mapping projects, funded from other sources, which may be undertaken in these regions. The Mount Saint Helens area of interest in Figure 1 includes the Mount Saint Helens volcanic edifice. The area to be mapped via this procurement does not include the volcanic edifice, defined as areas at elevations above 1500 m. The proposed costs for Options 2 and 3 (acquisition and processing of the Mount Saint Helens data) should assume the mapped area will be in the indicated area of interest excluding those part of the volcanic edifice above 1500 m.

The co-ordinates defining the rectangular areas of interest illustrated in Figure 1 are as follows:

Darrington fault zone area of interest:

48°13.4'N, 122°13.9'W
48°13.4'N, 121°31.2'W
48°22.7'N, 122°13.9'W
48°22.7'N, 121°31.2'W

Mount Saint Helens area of interest:

46°7'N, 122°10'W
46°7'N, 122°25'W
46°30'N, 122°10'W
46°30'N, 122°25'W

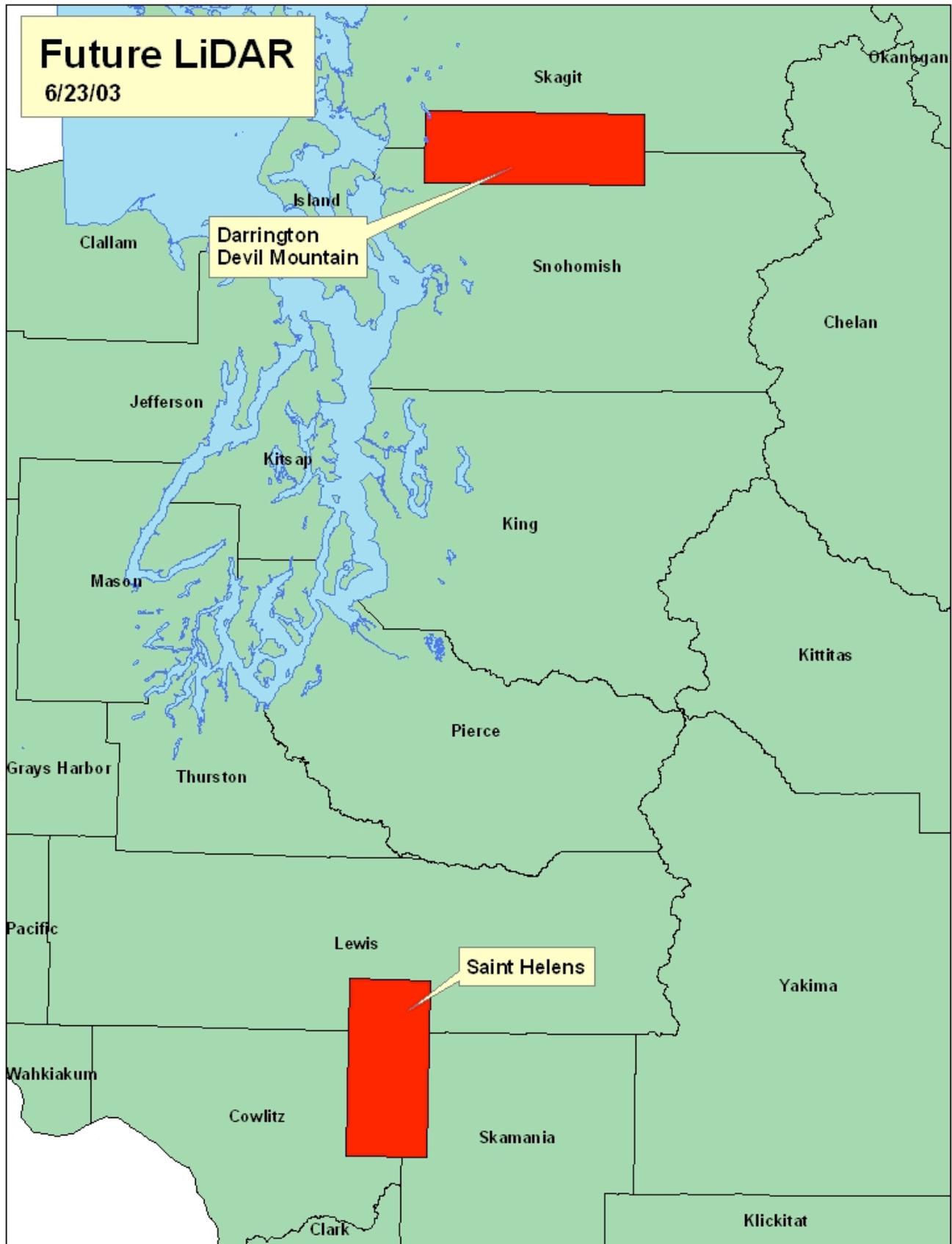


Figure 1. Darrington fault zone and Mount Saint Helens regions of interest (red rectangles).

3.0 Scope

The contractor shall provide data meeting or exceeding the requirements specified, a license to use that data which meets NASA minimum data rights requirements, and information that is required for NASA to validate that the data provided meets the specifications.

4.0 Requirements

A. Data Specifications

NASA seeks to purchase LIDAR data products described in the Deliverables section. The contractor may propose any products that meet or exceed the specifications.

The products are to be generated from LIDAR data meeting or exceeding the following requirements.

- (1) Data shall be acquired using instrumentation that records first and last returns for each laser pulse, or multiple returns per laser pulse.
- (2) Flight line swath overlap shall be configured so that, at a minimum, 95% of each project area is covered by two or more swaths, thus enabling an evaluation of data reproducibility throughout the areas; no more than 5% of the project areas shall be mapped by single swath coverage. No part of the project areas is permitted to have no coverage.
- (3) For flat, non-vegetated areas, the elevation reproducibility of closely-spaced laser return pairs from overlapping flight swaths shall be 15 cm RMSE or better, and the required RMSE elevation reproducibility result shall increase as a function of ground slope, represented by the following RMSE elevation reproducibility values at selected ground slopes:

Slope (deg)	Elevation Reproducibility (RMSE)
0	15 cm
20	35 cm
40	70 cm
50	100 cm

- (4) The density of laser pulse first returns, for the combined swaths, shall average at least one first return per square meter and be no worse than 0.4 first returns per square meter at the 95th percentile, exclusive of areas of open water.
- (5) Geodetic control for the LIDAR data is to be based on published ellipsoid heights for National Geodetic Survey (NGS) or Washington State permanent benchmarks, and orthometric heights are to be calculated relative to the ellipsoid using the NGS Geoid99 model.

B. Data Licensing

NASA desires an unrestricted data use license in which all data products delivered under the terms of this SOW shall become the exclusive property of NASA, and NASA will have the right to publicly distribute the products.

The minimum data rights acceptable to NASA are as follows:

- NASA will reserve the right to publicly distribute the delivered data.
- NASA will not commercially exploit property in which the U.S. Government holds a license.
- The contractor may retain the right to produce and sell value-added products derived from the data delivered to NASA.

C. Reference Systems and Precision

For the Darrington and Mount Saint Helens project areas, all deliverables are to conform to:

- **x,y horizontal location as easting and northing in United States Survey Feet referenced to the State Plane Coordinate System, NAD83, 1991 Adjustment and reported to the nearest 0.01 feet,**
- **elevation as Orthometric (NAVD-88) in feet derived using the National Geodetic Survey Geoid Model Geoid99 and reported to the nearest 0.01 feet,**

5.0 Deliverables:

1. Pre-Mission Plan for each of the three project areas minimally consisting of the anticipated operating conditions and flight maps showing the study area boundaries and planned flight path, provided no less than 7 days prior to the start of data acquisition for an area.
2. Geodetic Control Network Report, provided no less than 7 days after the start of data acquisition for an area, consisting of a description of the benchmarks used to establish geodetic control for the LIDAR mapping, including benchmark names (NGS permanent identifier or Washington State survey equivalent), published horizontal position and ellipsoidal elevations, the applicable epoch, orthometric elevations, and method of conversion from ellipsoidal to orthometric elevations. In addition, for GPS base stations used to acquire the LIDAR data, the report should provide the location solved using the control network, including horizontal position and ellipsoidal elevations, orthometric elevations, method of conversion from ellipsoidal to orthometric elevations, and quality metrics for the solution. The locations of the base stations solved using the NGS Online Positioning User Service (<http://www.ngs.noaa.gov/OPUS/>) should also be reported as a validation of the local control network solutions.
3. An Interface Control Document (ICD) and a sample data set shall be delivered not more than 60 days after start of the contract and updated as necessary which defines any media and format interface standards necessary to ensure hardware, software, and operational service compatibility for the transfer of data from vendor to NASA. Items such as media types, tape formats, file formats, file names, and metadata contents shall be defined for all products.

It is desired that the remaining items be delivered within 60 days following completion of data acquisition for each project area, but shall be delivered within 120 days following data acquisition.

4. Post-Mission Report for each of the project areas minimally consisting of the actual operating conditions and flight lines of the mission and identification of any deviations from pre-flight mission plan.
5. LIDAR point cloud minimally consisting of the data elements defined in Table 1 for each detected laser return. The laser returns are to be classified per the scheme of Table 2. It is desired that returns from vegetation and buildings/structures be separately classified. If vegetation and building/structure returns cannot be reliably distinguished, then a classification of "not ground" should be assigned.
6. Aircraft flight trajectory minimally consisting of the data elements defined in Table 3 for each trajectory solution epoch.
7. A "bald Earth" Digital Terrain Model (DTM), meeting or exceeding, the specifications defined in Table 4.
8. A "highest surface" Digital Surface Model (DSM), meeting or exceeding the specifications defined in Table 4.
9. Documentation describing instrument/system calibration methods, and calibration reports corresponding to the most recent calibration performed prior to each acquisition mission.
10. Documentation describing the procedures by which the point cloud data were classified and the digital terrain models and digital surface models were derived.

6.0 Quality Assurance

NASA will perform an independent quality assessment for the data products delivered to determine if technical specifications have been met. The quality assurance evaluation will include integrity checks of the files, conformance to file format requirements, and visual inspection of images calculated from the laser return point cloud, the bald Earth DTM and the highest surface DSM in order to identify defects. In addition, specific tests will be applied to determine if the technical specifications have been met, differentiating between non-vegetated and vegetated regions. Data density, data overlap, and reproducibility of the laser returns from overlapping flight swaths will be evaluated. Reproducibility of returns in unvegetated areas will be evaluated as a function of local ground slope, per the relationship defined in 4.0(3). Also, the absolute accuracy of the bald Earth DTM in unvegetated areas will be tested by comparison to independent ground control points (GCPs), per the requirements in Table 4. NASA requires a minimum of 45 calendar days to conduct this quality assessment, at which time the data would either be accepted or a report of non-conforming products requiring correction would be provided to the vendor.

7.0 Surveillance Activities

The contract surveillance will take the following primary forms: (1) communications with the contractor including teleconferences, informal discussions, electronic mail, surveillance team meetings, technical interchange meetings, and other communications as needed; (2) independent product verification and characterization; (3) documentation and reporting.

8.0 Period of Performance

In order to optimize collection of returns from the ground, data acquisition in the project areas is to be completed after the leaves have fallen and prior to significant accumulation of snow, nominally during the period October 1 to November 30. Coordination and approval of the acquisition window with the NASA Contracting Officer Technical Representative (COTR) is required in order to ensure leaf and snow conditions are appropriate. Acquisition in the Darrington area is to be conducted in 2003; if weather conditions prevent completion of the mapping during 2003, acquisition is to be completed in 2004. Acquisition in the Mount Saint Helens area is to be conducted in 2004; if weather conditions prevent completion of the mapping during 2004, acquisition is to be completed in 2005. Considering the above, the maximum period of performance for this data purchase is July 31, 2006.

10.0 Proposal Contents

The contractor's proposal shall include, at a minimum, the following items:

- Overview and technical specifications of instruments and systems, including capability, if available, for providing return intensity data
- Description of data acquisition methods and processes
- Description of calibration approach/methods
- Description of data processing methods, including return classification and grid generation procedures
- Description of quality assurance methods/procedures employed to ensure data will meet or exceed the technical specifications
- Description of similar projects and past performance references that the contractor has performed, including accuracy and resolution of delivered products
- Schedule for acquiring, processing and delivering the data
- Separately for each of the two project areas, provide the total area to be mapped in square miles.
- Separately for each of the two project areas, provide a cost breakdown for data acquisition and processing. The initial procurement will consist of acquisition of the Darrington data, with three options for processing of the Darrington data, and subsequent acquisition and processing of the Mount Saint Helens data. The initial procurement cost for acquisition of the Darrington data must be equal to or less than the funds available in FY03 (\$105,000). The total cost of the initial procurement and the three options should be equal to the total expected funding (\$315,000).

In the response, include information on the instrument specifications and proposed data acquisition, processing, classification, and grid generation approaches that indicates their suitability for obtaining accurate bald Earth DTMs in areas of rugged topography and dense vegetation cover.

10.0 Invoices

Invoices shall be submitted to the following address:

(PLEASE CORRECT AS NEEDED)

NASA/ Financial Management Officer
 Bldg. 1100, Code EA22 Ref: NAS13-_____ (Delivery Order No. __)
 John C. Stennis Space Center
 Stennis Space Center, MS 39529-6000

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

11.0 Technical Point of Contact

David Harding
 NASA Goddard Space Flight Center
 Mail Code 921
 Greenbelt, MD 20771
 301-614-6503
 david.j.harding@nasa.gov

Table 1: Individual laser return (point cloud) data product specifications

Specification	Description	Notes
Data Field 1: Date	Day or week of acquisition	
Data Field 2: Time	GPS time stamp uniquely identifying laser pulse time, reported to nearest microsecond.	Equivalent time stamp to that of the flight trajectory
Data Field 3: x,y location	Geographic location of return	US Survey Feet, NAD83 (1991 adjustment) State Plane Coordinate system to nearest 0.01 ft
Data Field 4: Elevation	Elevation of return	Orthometric (NAVD-88) in feet to nearest 0.01 ft, using NGS Geoid Model Geoid99.
Data Field 5: Number of Returns	Number of returns for this pulse.	
Data Field 6: Return number	Return number of this return.	
Data Field 7: Off Nadir Angle	Angle between nadir and transmitted pulse, reported to nearest 0.01 degrees.	
Data Field 8: Return Intensity	Intensity of returns, if recorded by instrument	
Data Field 9: Classification Code	Classification of return	According to Table 2
Data Format:	ASCII fixed length, formatted files with one record per return, or a file structure proposed by the vendor and accepted by NASA	
File Content:	Tiles corresponding to uniformly sized geographic areas	The tiling scheme shall be documented using a GIS polygon, or similar, coverage. Maximum uncompressed file size not to exceed 250 Mbytes.
Record Order:	Sequential sorted by time and return number	No duplicate records
Delivery Media:	DVD-ROM, IDE Hard Drive, or USB compatible drive.	

Table 2: Return Classification System

Code	Description	Notes
B	Blunder	an anomalous return above or below the point cloud
G	Ground or water	the “bald Earth” surface
V	Vegetation	
S	Building/Structure	
N	Not ground or water	Could be either vegetation or building/structure

Table 3: Aircraft flight trajectory data product specifications

Specification	Description	Notes
Data Field 1: Date	Day or week of acquisition	
Data Field 2: Time	GPS time stamp uniquely identifying solution epoch time, reported to nearest microsecond.	Equivalent time stamp to that of the point cloud data
Data Field 3: sensor x,y location	geographic location of sub-sensor (nadir) point	US Survey Feet, NAD83 (1991 adjustment) State Plane Coordinate system to nearest 0.01 ft.
Data Field 3: sensor altitude	Elevation of the sensor platform	Orthometric (NAVD-88) in feet to nearest 0.01 ft, using NGS Geoid Model Geoid99.
Data Field 4: RMS error	RMS error of the platform position solution	
Delivery Media:	DVD-ROM, IDE Hard Drive, or USB compatible drive.	

Table 4: Digital Terrain Model and Digital Surface Model Product Specifications

Specification	Bald Earth Digital Terrain Model (DTM)	Highest Surface Digital Surface Model (DSM)
Instrument	LIDAR	LIDAR
Grid Post Spacing	6 feet	6 feet
Generation Method	Derived by linear interpolation of a triangulated irregular network (TIN) built from those laser returns classified as being from the ground or water, or alternate method proposed by the vendor and accepted by NASA	Grid cell elevation value corresponds to the highest non-blunder laser return contained within the grid cell (cells containing no laser returns shall be assigned a “no data” flag), or alternate method proposed by the vendor and accepted by NASA
x,y reference	Easting and northing in United States Survey Feet referenced to the State Plane Coordinate System, NAD83, 1991 Adjustment	Easting and northing in United States Survey Feet referenced to the State Plane Coordinate System, NAD83, 1991 Adjustment
x, y precision	0.01 feet	0.01 feet
Elevation reference	Orthometric (NAVD-88) in feet derived from a published, documented ellipsoidal datum using the National Geodetic Survey Geoid Model Geoid99	Orthometric (NAVD-88) in feet derived from a published, documented ellipsoidal datum using the National Geodetic Survey Geoid Model Geoid99
Elevation precision	0.01 feet	0.01 feet
Absolute Vertical Accuracy in Planar, Non-vegetated Areas	1 foot (95 th percentile) and mean bias less than 3 inches	1 foot (95 th percentile) and mean bias less than 3 inches
Absolute Vertical Accuracy in Planar, Vegetated Areas	3 feet (95 th percentile)	1 foot (95 th percentile)
Absolute Horizontal Accuracy	6 feet (95 th percentile)	6 feet (95 th percentile)
Metadata Format	Complies with 1998 FGDC Standard for Content and Format	Complies with 1998 FGDC Standard for Content and Format
Data Format	Georeferenced grids directly readable by ArcInfo: native ArcInfo grids, ArcInfo export (.e00) format, or BIL files	Georeferenced grids directly readable by ArcInfo: native ArcInfo grids, ArcInfo export (.e00) format, or BIL files
Delivered Media	DVD, IDE Hard Drive, or USB compatible drive	DVD, IDE Hard Drive, or USB compatible drive
Geographic Areas	Acquisition area shall be divided into geographic areas corresponding to standard USGS 7.5-minute quarter-quadrangles. No data gaps nor spurious values shall be present at quarter-quadrangle boundaries.	Acquisition area shall be divided into geographic areas corresponding to standard USGS 7.5-minute quarter-quadrangles. No data gaps nor spurious values shall be present at quarter-quadrangle boundaries.
Registration	Grid sizes and cell locations must correspond to those of the DSM. Cell easting and northing coordinates must be integer multiples of the cell size, so that adjacent quarter-quadrangles can be merged without resampling or pixel-shift.	Grid sizes and cell locations must correspond to those of the DTM. Cell easting and northing coordinates must be integer multiples of the cell size, so that adjacent quarter-quadrangles can be merged without resampling or pixel-shift.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (Jul 2002) --
ALTERNATE I (APR 2002) -- ALTERNATE II (OCT 2000)**

(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 of penalties.

"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 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 ~~agency 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 inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. 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:

(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 four 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 four designated industry groups (DIGs).] Offeror represents as follows:

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

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

(Check one of the following):

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

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

(i) General. The offeror represents that either-

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

(B) It ____ has, ____ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

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

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

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

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

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

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

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(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 (as defined in the clause of this solicitation entitled "Buy American Act -Supplies") 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.

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act -- North American Free Trade Agreement-- Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act". The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian End Products

Line Item No.: _____

[List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

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

Canadian or Israeli End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

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

(1) Listed End Product

Listed End Product	Listed Countries of Origin

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

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

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

(End of Provision)

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address __ is, __ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

ADDENDA TO FAR 52.212-1

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

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

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

The following FAR provisions are included by reference when applicable:

- 52.211-14 Notice of Priority Rating for National Defense Use (Sep 1990) (Applicable to rated orders)
- 52.232-38 Submission of Electronic Funds Transfer Information with Offer (May 1999) (Applicable when EFT information is to be submitted with the offer)

*******Notice to all Offerors*******

All offerors are reminded this a Best Value procurement, and the Government reserves the exclusive right to award on receipt of initial offers and to other than the lowest cost. The evaluation factors used for determining award are 35% Technical Compliance/Expertise, 20% Past Performance, 20% Schedule and 25% Cost.

******As noted in clause 52.212-2 Evaluation of Commercial Items, past performance when combined with technical compliance/expertise is significantly more important than cost or schedule.******

All offerors are reminded to closely review the evaluation criteria as stated in the attached clause entitled FAR 52.212-2 Evaluation of Commercial Items.

EVALUATION--COMMERCIAL ITEMS (52.212-2) (Jan 1999) (Applicable when evaluation factors are to be included for evaluation and the selection will be based on best value, rather than technically acceptable, low price. This provision may be modified, as necessary, by the contracting officer.)

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

Technical compliance/expertise

Past Performance

Schedule

Cost

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

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

ADDENDUM TO FAR 52.212-3

**FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING
REQUIREMENTS (Dec 2001)**

(Applicable for acquisitions in excess of \$25,000)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

ADDENDA TO 52.212-4

CLAUSES INCORPORATED BY REFERENCE (52.252-2) (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 address: <http://procurement.nasa.gov/FAR/>

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

The following FAR clauses are included by reference when applicable:

52.247-34 F.O.B. Destination (Nov 1991) (Delivery term specified as F.O.B. Destination)
52.223-4 Recovered Material Certification (Oct 1997)
52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)
[Paragraph B2 insert: 1-copy to: Procurement Office Code DA10, ATTN: Contracting Officer, John C. Stennis
Space Center, Stennis Space Center, MS 39529, and 1 copy to: Environmental Office Code RA02, ATTN: Environmental Officer, John C. Stennis Space Center, Stennis Space Center, MS 39529]

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

1852.204-74 Central Contractor Registration (October 2001)
1852.215-84 Ombudsman (June 2000)
Fill In: b. (Mark Craig, NASA-SSC Code AA00, Stennis Space Center, MS 39529-6000, telephone number (228)-688-2123, and facsimile number (228)-688-3240)
1852.219-76 NASA 8 Percent Goal (July 1997)
1852.223-72 Safety and Health (Short Form) (April 2002)
1852.223-75 Major Breach of Safety or Security (Feb 2002)
1852.233-70 Protest to NASA (Mar 1997)
1852.225-70 Export Licenses (February 2000)

**CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS –
COMMERCIAL ITEMS (52.212-5) (May 2002)**

(a) The Contractor shall comply with the following 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) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(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 or components:

[Contracting Officer shall check as appropriate.]

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(10) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

(16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

(19)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

(ii) Alternate I of 52.225-3.

(iii) Alternate II of 52.225-3.

(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

(23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

(24) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (31 U.S.C. 3332).

(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

(27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (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) (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 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of Clause)

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