its bid, as well as on other information rea-
onably available to the contracting activ-
itly. (2) Caution to Offerors: The contracting of-
fice is not responsible for locating or secur-
ing any information not identified in the bid
and reasonably available to the contracting
office. Accordingly, to ensure that sufficient
information is available, the offeror must
furnish as a part of its bid all descriptive ma-
terial (such as cuts, illustrations, drawings,
or other information) necessary for the con-
tacting office to (i) determine whether the
product offered meets the salient character-
istics requirements of the solicitation and
(ii) establish exactly what the offeror pro-
poses to furnish and what the Government
would be binding itself to purchase by mak-
ing an award. The information furnished
may include specific references to informa-
tion previously furnished or to information
otherwise available to the contracting office.
(3) If the offeror proposes to modify a prod-
uct so as to make it conform to the require-
ments of the solicitation, it shall (i) include
in the bid a clear description of the proposed
modifications and (ii) clearly mark any de-
scriptive material to show them.
(4) If this is a sealed-bid acquisition, modi-
fications proposed after bid opening to make
a product conform to a brand name product
referenced in the solicitation will not be con-
considered.

(End of provision)

[54 FR 28340, July 5, 1989, as amended at 56
FR 12460, Mar. 26, 1991]

1852.211–70 Packaging, handling, and
transportation.

As prescribed in 1811.404–70, insert the
following clause:

PACKAGING, HANDLING, AND TRANSPORTATION
(Sep 2005)

(a) The Contractor shall comply with
NASA Procedural Requirements (NPR)
6900.1, “Requirements for Packaging, Han-
dling, and Transportation for Aeronautical
and Space Systems, Equipment, and Associ-
ated Components”, as may be supplemented
by the statement of work or specifications of
this contract, for all items designated as
Class I, II, or III.
(b) The Contractor’s packaging, handling,
and transportation procedures may be used,
in whole or in part, subject to the written
approval of the Contracting Officer, provided
(1) the Contractor’s procedures are not in con-
flict with any requirements of this con-
tact, and (2) the requirements of this con-
tact shall take precedence in the event of
any conflict with the Contractor’s proce-
dures.

(End of provision)

[65 FR 37062, June 13, 2000, as amended at 70
FR 52941, Sept. 6, 2005]

1852.212–70 Notice of delay.

As prescribed at 1812.104–70(a), insert the
following clause:

NOTICE OF DELAY (Dec 1988)

If, because of technical difficulties, the
Contractor becomes unable to complete the
contract work at the time specified, notwith-
standing the exercise of good faith and dili-
gent efforts in performing the work called
for under this contract, the Contractor shall
give the Contracting Officer written notice
of the anticipated delay and the reasons for
it. The notice and reasons shall be delivered
promptly after the condition creating the
anticipated delay becomes known to the
Contractor but in no event less than 45 days
before the completion date specified in this
contract, unless otherwise permitted by the
Contracting Officer. When notice is given,
the Contracting Officer may extend the time
specified in the Schedule for such period as
is deemed advisable.

(End of clause)

1852.212–74 Period of performance.

As prescribed in 1812.104–70(e), insert the
following clause:

PERIOD OF PERFORMANCE (Dec 1988)

The period of performance of this contract
shall be [Insert period of performance dates].

(End of clause)

1852.213–70 Offeror Representations
and Certifications—Other Than
Commercial Items.

As prescribed in 1813.302–570, insert the
following provision:

OFFEROR REPRESENTATIONS AND CERTIFI-
CATIONS—OTHER THAN COMMERCIAL ITEMS
(Jul 2004)

(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 stand-
ard 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