SOLICITATION, OFFER AND AWARD (Construction, Alteration or Repair)	1. SOLICITATION NO	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE 1 OF 2 PAGES
	NNA09273580R	Negotiated (RFP)	5/8/09	

4. CONTRACT NO.	5. REQUISITION/PURCHASE NO.	6. PROJECT NO.

7. ISSUED BY CODE	8. ADDRESS OFFER TO
NASA Ames Research Center Acquisition Division Mailstop 213-13 Moffett Field, CA 94035-1000	NASA Ames Research Center Attn: Teresa Marshall Mailstop 213-13 Building N213, Room 105 Moffett Field, CA 94035-1000

9. FOR INFORMATION CALL: (Name)	(Phone)	(Fax)	(Electronic Mail Address)
Teresa Marshall	(650) 604-5257	(650) 604-2593	teresa.a.marshall@nasa.gov

SOLICITATION

NOTE: In sealed bid solicitations "offer' and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

COLLABORATIVE SUPPORT FACILITY, BUILDING N232

The construction project is for a new facility to be located on the existing Bush Circle at Moffett Field, California. The facility including on-site work shall be constructed as sustainable entities. The project is designed to achieve LEED-NC v2.2 Platinum Certification. The new facility will consist of a two (2) story structural steel framed building of approximately 50,000 square feet total. The facility is comprised of two (2) separate wings, two (2) stories each with mechanical equipment on the roofs. In addition to the open office space, the facility includes a glass wall atrium, accessible restrooms, lunchrooms, elevator, and mechanical/electrical support areas. Construction of the new facility also includes complete heating, ventilating, and air conditioning systems utilizing ground source heat pumps, electrical and data communications to support the facility operations, solar hot-water systems, fire detection and suppression systems, an advanced lighting system, and security systems. The construction project also includes site preparation and site utilities; installation of approximately 72 geothermal wells, parking, California native landscaping, hardscaping, and the development of a site storm water management system.

This procurement is part of the Small Business Competitiveness Demonstration Program and is advertised under full and open competition.

Magnitude of Construction is between $20,000,000 and $25,000,000.

11. The Contractor shall begin performance within 15 calendar days and complete it within 600 calendar days after receiving
☐ Award, ☑ Notice to proceed. This performance period is ☐ Mandatory, ☐ Negotiable. See

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? YES ☒ NO ☐ (If "YES," indicate within how many calendar days after award in Item 12.B.)	12B. CALENDAR DAYS
	10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 4 copies to perform the work required are due at the place specified in item 8 by 2:00 PM 06/09/2009 local time.

B. An offer guarantee IS required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 120 calendar days of Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER ***(Must be fully completed by offeror)***

14A. NAME, ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE	*(Fax)*
	16. REMITTANCE ADDRESS *(Include only if different than item 14.*	
CODE FACILITY CODE		

17. The offerer agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 120 calendar days after the date offers are due.

AMOUNTS	See Section B of this solicitation/contract.

18. The offerer agrees to furnish any required payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER	20B. SIGNATURE	20C. OFFER DATE

AWARD ***(To be completed by Government)***

21. ITEMS ACCEPTED

22. AMOUNT	23 ACCOUNTING AND APPROPRIATION
24. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM 7	25. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 41 U.S.C. 2034(c) ☐ 41 U.S.C. 253(c) ☐
26. ADMINISTERED BY CODE	27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any other continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document). Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN	31A. NAME AND TITLE OF CONTRACTING OFFICER	
30B. SIGNATURE 30C. DATE	31B. UNITED STATES OF AMERICA	28. AWARD DATE

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

(a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Section J as Attachments J-1 and J-2.

1. Item No	2. Description	3. Qty	4. Unit	5. Price
01	Base Offer Item 0001, All work identified in the specification and drawings to construct the Collaborative Support Facility, Building N232, Except work identified as an Option Item.	1	JB	$_____

(b) OPTION ITEMS

If Option Items are exercised pursuant to Clause 52.217-7, "OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C.

1. Item No	2. Description	3. Qty	4. Unit	5. Price
02	Option Item 0001, All work identified in the specification and drawings to provide and install Building Integrated Photovoltaic Canopy (BIPV). This option shall consist of replacing the ceramic frit pattern glass panels mounted at the roof level between column lines X and Y on the north side of the north wing, with an array of glass substrate photovoltaic panels. This option includes all labor, materials, and equipment required to provide an operational photovoltaic system with a peak output of at least 13,500 kilowatt hours per year. This option includes the photovoltaic panels, terminal and combiner box(es), quick-connect electrical connectors, DC wiring, DC disconnect, grid-connected inverter, AC disconnect, a data acquisition and monitoring system (DAS) and isolation transformer. The option also includes connecting the photovoltaic system inverter into the building's electrical system. This work is shown on Drawings A107 and E111 and described in Specification Section 136400.	1	JB	$_____
03	Option Item 0002, All work identified in the specification and drawings to provide and install Extruded Aluminum Sun Control Shade Louvers. This option shall consist of the fabrication and installation of aluminum louvers designed to shade the windows on the west, east and south sides of both wings of the building. These louver	1	JB	$_____

	shades consist of aluminum airfoil shapes fabricated into a framework and mounted vertically in front of the building windows. This option also includes the installation of steel tube shapes that are mounted to the building structural framework and provide support for the sun shades. The details of the shade louver construction is shown on Drawings A106 and A705 and described in Specification Section 089100.			
04	Option Item 0003, All work identified in the specification and drawings to provide and install Horizontal Sun Shade Structures. This option consists of the fabrication and installation of horizontal shade structures that are designed to shade the windows on the west, east, and south sides of both wings of the building. There are two different types of horizontal sun shades: A. At the second floor level, the horizontal Shades are constructed of an aluminum bar Grating material, to allow access for future Window cleaning. B. At the roof level, these horizontal shades Consist of perforated, stainless steel, sheet Metal panels mounted in a steel frame. The structural steel members that support the Horizontal shade structures are included in the Base item and are not a part of Option Item 0003. The details of the Horizontal Shades are shown On Drawing A107 and described in Specification Sections 055300 and 057000. Only one price, Including both types of horizontal shades, is Required for Option Item 0003.	1	JB	$_____
05	Option Item 0004, All work identified in the specification and drawings to provide and install Light Shelf Daylighting Panels. This option consists of the fabrication and installation of light shelves. Light shelves are aluminum shelves approximately 30” wide and mounted on the interior side of the north wall only, just below the upper row of operable windows, at both the first and second floor levels. Light shelves for this project are fabricated from an extruded aluminum chassis system and aluminum panel surface. Light shelves for this project shall be provided by the curtain wall manufacturer and shall be designed to be integrated with the curtain wall as an interior extension to the curtain wall horizontal mullion. The details of the horizontal light shelves are defined in Specification Section 107301 and the installation location is shown in Detail 8/A802.	1	JB	$_____

06	Option Item 0005, All work identified in the specification and drawings to provide and install Greywater Treatment System. The greywater treatment system is a packaged, skid-mounted system designed to filter and treat greywater from lavatories and showers and pump the treated water back into the building for use flushing toilets. This option includes all labor, equipment, and materials necessary to have a complete and operational greywater treatment and supply system, including pumps, tanks, filters, and residual disinfection. This option also includes all underground piping between the north wing of the building and the location of the greywater system adjacent to the trash enclosure on the east side of the project site. The following items are included in the Base Item and are not part of Option Item 0005: A. The concrete masonry unit enclosure for the greywater treatment system. B. The recycled water supply piping to the toilets. C. The greywater waste piping from the lavatories and showers. D. The underground conduit and wiring to supply power to the greywater treatment system. The work include in this Option Item is shown on Drawing P503 and is described in Specification Section 221319.	1	JB	$_____
07	Option Item 0006, All work identified in the specification and drawings to provide and install Carpet and Base. This option includes all labor materials and equipment to install carpet and resilient base for all areas of the building with raised access flooring with the exception of the electrical and data communications rooms. The areas to receive this carpet are shown on Drawings A211, A212, A221, and A222. The carpet material and installation requirements are defined in Specification Section 096813.	1	JB	$_____
08	Option Item 0007, Work identified in the specification and drawings for Landscaping and Site work as identified below. Note this is a deduct option that will result in a reduction of the contract price. This Option includes all labor, materials, and equipment for the following: A. Delete the Concrete Seat Height Retaining Wall and the associated 8-inch foundation drain line. This retaining wall is shown as wall W-1 on Drawing L101 and is shown in detail in Section 1 on Drawing L402. In place of this retaining wall and foundation drain, the land form shall slope uniformly and conform with the edge of the concrete paving or pavers. B. All new 36’ and 24” box trees shown on Drawing L602 and called out in the legend on	1	JB	$_____

	Drawing L601 shall be reduced to 15 gallon size. C. All 15 gallon size shrubs shown on Drawings L603, L604, L605, and L606 and called out in the legend on Drawing L601 shall be reduced to five (5) gallon size. D. All five (5) gall size shrubs shown on Drawings L603, L604, L605, and L606 and called out in the legend on Drawing L601 shall be reduced to one (1) gallon size. E. Delete the eight (8) foot tall concrete masonry unit wall around the trash/recycling bin enclosure and greywater treatment unit. The location of this wall is shown in plan on Drawing C201 (Key Note 12). Details of this wall are shown in Detail 1 on Drawing C902. Included in this option is the reinforced concrete wall foundation, the four (4) guard posts, and the chain link fences and gates. The 6" concrete slab shown in Section A of the detail and the eight (8) foot wide sidewalk adjacent to the slab are not part of this option, they are included in the base item.			

(c) PERIOD OF PERFORMANCE

1. Item No	2. Description	3. Qty	4. Unit	5. Number of Calendar Days for Completion of Work
05	Number of Calendar Days for Completion of Work in accordance with Paragraph F.2, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984). The number of calendar days offered here in Section B will have precedence if a discrepancy exists between the number of days proposed in Section B and the construction schedule portion of the offer.			_____

B.2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988)

(a) The total firm fixed price of this contract is $TBD.
(b) The total firm fixed price of the contract will increase by $TBD if Option Item 0001 is exercised.
(c) The total firm fixed price of the contract will increase by $TBD if Option Item 0002 is exercised.
(d) The total firm fixed price of the contract will increase by $TBD if Option Item 0003 is exercised.
(e) The total firm fixed price of the contract will increase by $TBD if Option Item 0004 is exercised.
(f) The total firm fixed price of the contract will increase by $TBD if Option Item 0005 is exercised.
(g) The total firm fixed price of the contract will increase by $TBD if Option Item 0006 is exercised.
(h) The total firm fixed price of the contract will increase by $TBD if Option Item 0007 is exercised.

(End of clause)

[END OF SECTION]

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

Attachment J-1, Specification No.:

60046863

Attachment J-2, Drawing Nos. :

General: A232-0800-G000, A232-0800-REF-1, A232-0800-G001 through G007, A232-0800-G101, and A232-0800-G102

Civil: A232-0800-C001, A232-0800-C011, A232-0800-C101, A232-0800-C201, A232-0800-C301, A232-0800-C381, A232-0800-C401, A232-0800-C901, and A232-0800-C902

Landscaping: A232-0800-L001, A232-0800-L100, A232-0800-L102, A232-0800-L401, A232-0800-L402, A232-0800-L600A, A232-0800-L600B, A232-0800-L601, A232-0800-L602, and A232-0800-L651

Architectural: A232-0800-A001, A232-0800-A002, A232-0800-A011, A232-0800-A012, A232-0800-A100 through A108, A232-0800-A200, A232-0800-A211 through A214, A232-0800-A221 through A224, A232-0800-A231, A232-0800-A232, A232-0800-A241, A232-0800-A242, A232-0800-A251, A232-0800-A252, A232-0800-A301 through A303, A232-0800-A311, A232-0800-A 311-2, A232-0800-A501-3, A232-0800-A611 through A614, A232-0800-A621 through A624, A232-0800-A631, A232-0800-A632, A232-0800-A641, A232-0800-A642, A232-0800-A701 through A703, A232-0800-A711, A232-0800-S721, A232-0800-A731, A232-0800-A741, A232-0800-A742, A232-0800-A751, A232-0800-A752, A232-0800-A761, A232-0800-A801, A232-0800-A802, and A232-0800-A811

Structural: A232-0800-S001 through S007, A232-0800-S211, A232-0800-S212, A232-0800-S221, A232-0800-S222, A232-0800-S231 through S233, A232-0800-S301, A232-0800-S501 through S503, A232-0800-S601, and A232-0800-S701

Fire Protection: A232-0800-FA001, A232-0800-FA211 through FA214, A232-0800-FA401, A232-0800-FA402, A232-0800-FP001, A232-0800-FP110, A232-0800-FP211, A232-0800-FP212, A232-0800-FP221 through FP224, A232-0800-FP231 through FP234, and A232-0800-FP401

Mechanical: A232-0800-M001, A232-0800-M002, A232-0800-M110 through M114, A232-0800-M140, A232-0800-M201 through M203, A232-0800-M211, A232-0800-M212, A232-0800-M221, A232-0800-M222, A232-0800-M231, A232-0800-M232, A232-0800-M241, A232-0800-M242, A232-0800-M251, A232-0800-M252, A232-0800-M301 through M304, A232-0800-M401 through M405, A232-0800-M501, A232-0800-M502, A232-0800-M601, and A232-0800-M602

Plumbing: A232-0800-P001, A232-0800-P201, A232-0800-P202, A232-0800-P211, A232-0800-P212, A232-0800-P221, A232-0800-P222, A232-0800-P231, A232-0800-P232, A232-0800-P301, A232-0800-P401, and A232-0800-P601

Electrical: A232-0800-E001, A232-0800-E002, A232-0800-E110, A232-0800-E111, A232-0800-E120, A232-0800-E121, A232-0800-E130, A232-0800-E140, A232-0800-E311, A232-0800-E312, A232-0800-E321, A232-0800-E322, A232-0800-E331, A232-0800-E411, A232-0800-E412, A232-0800-E421, A232-0800-E422, A232-0800-E431, A232-0800-E511, A232-0800-E512, A232-0800-E521, A232-0800-E522, A232-0800-E611, A232-0800-E612, A232-0800-E621, A232-0800-E622, A232-0800-E801, A232-0800-E802, and A232-0800-E901 through E908

Lighting: A232-0800-AL101 and A232-0800- A102

Description of Work:

The construction project is for a new facility to be located on the existing Bush Circle at Moffett Field, California. The facility including on-site work shall be constructed as sustainable entities. The project is designed to achieve LEED-NC v2.2 Platinum Certification. The new facility will consist of a two (2) story structural steel framed building of approximately 50,000 square feet total. The facility is comprised of two (2) separate wings, two (2) stories each with mechanical equipment on the roofs. In addition to the open office space, the facility includes a glass wall atrium, accessible restrooms, lunchrooms, elevator, and mechanical/electrical support areas. Construction of the new facility also includes complete heating, ventilating, and air conditioning systems utilizing ground source heat pumps, electrical and data communications to support the facility operations, solar hot-water systems, fire detection and suppression systems, an advanced lighting system, and security systems. The construction project also includes site preparation and site utilities; installation of approximately 72 geothermal wells, parking, California native landscaping, hardscaping, and the development of a site storm water management system.

(End of clause)

[END OF SECTION]

SECTION D
PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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/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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

[END OF SECTION]

SECTION E
INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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/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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

E.2 INSPECTION OF CONSTRUCTION (FAR 52.246-12) (APR 1996)

(a) *Definition.* Work includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not -

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may -

(1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or

(2) Terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

[END OF SECTION]

SECTION F
DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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NASA FAR Supplement (NFS) clauses: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

F.2 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 600 [*see below] calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

*** The actual period of performance for the contract shall be based on the number of calendar days proposed by the selected offer as stated in Section B.**

(End of clause)

F.3 LIQUIDATED DAMAGES – CONSTRUCTION (FAR 52.211-12) (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of $700.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

F.4 BUILDING INFORMATION MODELING (BIM)

(a) The design of the project has been performed using Autodesk Revit Architecture and Revit Structure software and AutoCAD. BIMs have been created for architecture and structural design intent only and some elements, such as details, are in 2D AutoCAD, not BIMs. Mechanical, electrical, fire protection, and plumbing disciplines are not included as BIMs and are available only as 2D AutoCAD documents.

(b) Following notice to proceed, the contractor may request a copy of the Government's architecture and structural BIMs that may be used as a starting point if the contractor elects to use BIM as a management tool on this project. The contractor may use these BIMs at its own risk. The contractor shall verify all information contained in this model. The Government and the Government's design team accept no liability for the accuracy of the BIMs or any other electronic files provided to the contractor. At the completion of construction, the Contractor may submit current Revit BIMs for Building N232 that have been updated to reflect the accurate as-built conditions as part of the contract required as-built documentation.

(End of clause)

[END OF SECTION]

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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/these address(es):

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I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of clause)

G.2 SUBMISSION OF REQUESTS FOR PROGRESS PAYMENTS (NFS 1852.232-82) (MAR 1989)

The Contractor shall request progress payments in accordance with the Progress Payments clause by submitting to the Contracting Officer an original and two copies of Standard Form (SF) 1443, Contractor's Request for Progress Payment, and the contractor's invoice (if applicable). The Contracting Officer's office is the designated billing office for progress payments for purposes of the Prompt Payment clause.

(End of clause)

G.3 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008)

(a) Invoices shall be prepared in accordance with the Prompt Payment for Construction Contracts clause of this contract. Invoices shall be submitted to the following “Designated Billing Office:”

NASA Ames Research Center
Attn: Teresa Marshall, Mailstop 213-13
Building 213, Room 101
Moffett Field, CA 94035-1000

(b) For purposes of the Prompt Payment Act for Construction Contracts clause, the “Designated Payment Office” is:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)—Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

Invoices shall include the Contractor's Taxpayer Identification Number (TIN).

(End of clause)

G.4 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (NFS 1852.245-76) (DEVIATION) (SEP 2007)

(a) For performance of work under this contract, the Government will make available Government property identified below on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at the project site and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Item Description: Reclaimed oak flooring from a wind tunnel, approximately 7,500 square feet to be used as shown in the plans and specification

(End of clause)

[END OF SECTION]

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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/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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.236-13 ALT I	NOV 1991	ACCIDENT PREVENTION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.236-75	AUG 1998	PARTNERING OF CONSTRUCTION CONTRACTS

(End of clause)

H.2 SAFETY AND HEALTH (NFS 1852.233-70) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of $25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than $1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding

construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by

the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence --

(1) Written hazardous operating procedures for all hazardous operations; and/or
(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.3 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

Project Manager
Site Superintendent
Quality Control Manager
Commission Agent
LEED Manager
Safety Manager

(End of clause)

H.4 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) -- ALTERNATE I (SEP 1989)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day
Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(End of clause)

H.5 EQUITABLE ADJUSTMENTS (NFS 1852.243-72) (APR 1998)

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

	Overhead (Percent)	Profit (Percent)	Commission
To Contractor on work performed by other than its own forces	-----	-----	10 percent
To first tier subcontractor on work performed by its subcontractors	-----	-----	10 percent
To Contractor and/or subcontractors on work performed with their own forces	10 percent	10 percent	-----

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

H.6 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS (OFFEROR FILL IN)

(This clause does not apply to SDB Offerors unless the SDB Offeror has waived the price evaluation adjustment factor by completing paragraph I of FAR clause 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* in Section I of this solicitation.)

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the Contract. Targets for this contract are as follows:

*NAICS Industry Subsectors	Dollar Target	Percent of Contract Value
(TO BE PROPOSED BY OFFEROR)		
Total		

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the Offeror be listed in the contract when the extent of the identification of such subcontractors was part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the Offeror are as follows:

Name of Concern(s): (TO BE PROPOSED BY OFFEROR)

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed in paragraph (a) if the replacement contractor is not an SDB concern.

(c) If the prime Offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime Contractor is as follows:

Dollars	Percent of Contract Value
(TO BE PROPOSED BY OFFEROR)	

(End of clause)

H.7 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability and Price volumes of its proposal including revision(s), submitted in response to the solicitation entitled "Collaborative Support Facility, Building N232" are hereby incorporated into this contract by reference.

(End of clause)

[END OF SECTION]

SECTION I
CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 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/these address(es):

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I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-9	SEP 2007	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies to Key Personnel Only)
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 199	AUDIT AND RECORDS – NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN, ALT II (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-28	JUN 2007	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION

52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
52.222-6	JUL 2005	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	JUL 2005	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION – DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-50	AUG 2007	COMBATING TRAFFICKING IN PERSONS
52.223-3	JAN 2007	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA, ALT I (JUL 1995)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-17	MAY 2008	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-4	DEC 2007	PATENT INDEMNITY—CONSTRUCTION CONTRACTS
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS
52.228-1	SEP 1996	BID GUARANTEE
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-12	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS
52.228-14	DEC 1999	IRREVOCABLE LETTER OF CREDIT
52.228-15	NOV 2006	PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION

52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-5	SEP 2002	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-27	OCT 2008	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
52.233-1	JUL 2002	DISPUTES, ALT I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-3	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-14	APR 1984	AVAILABILITY AND USE OF UTILITY SERVICES
52.236-15	APR 1984	SCHEDULES FOR CONSTRUCTION CONTRACTS
52.236-17	APR 1984	LAYOUT OF WORK
52.236-21	FEB 1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION, ALT I (APR 1984)
52.236-26	FEB 1995	PRECONSTRUCTION CONFERENCE
52.242-13	JUL 1995	BANKRUPTCY
52.242-14	APR 1984	SUSPENSION OF WORK
52.243-4	JUN 2007	CHANGES
52.243-5	APR 1984	CHANGES AND CHANGED CONDITIONS
52.244-2	JUN 2007	SUBCONTRACTS
52.244-6	DEC 2008	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.246-21	MAR 1994	WARRANTY OF CONSTRUCTION, ALT I (APR 1984)
52.247-63	JUN 2003	PREFERENCE FOR U.S.-FLAG AIR CARRIERS
52.247-64	FEB 2006	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
52.248-3	SEP 2006	VALUE ENGINEERING – CONSTRUCTION
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE), ALT I (SEP 1996)
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE

1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

I.2 DISPLAY OF HOTLINE POSTER(S) (FAR 52.203-14) (DEC 2007)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from Office of the Inspector General, Fraud Detection Office, Attn: Poster Request, 1300 N. 17th Street, Suite 3200 Arlington, VA 22209

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

I.3 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006) (Applies to Key Personnel Only)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

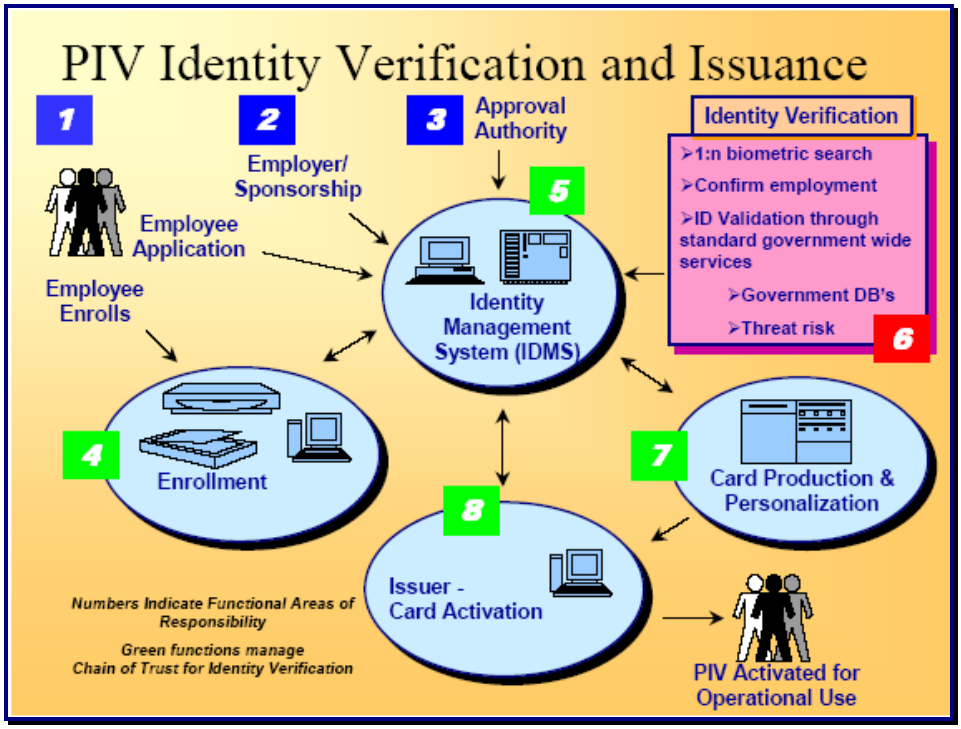

Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane). Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall

provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal[1] or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

[1] A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential.

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

3. Upon return of the completed NAC, the process will continue from Step 5.

(End of clause)

I.4 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (FAR 52.217-7) (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 180 calendar days after award of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

I.5 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at http://www.olms.dol.gov; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.6 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer complete in accordance with agency procedures.

(End of clause)

I.7 BUY AMERICAN ACT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-11) (AUG 2007)

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

"Caribbean Basin country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);

(2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

"Designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means -

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"Free Trade Agreement country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States, the District of Columbia, and outlying areas.

WTO GPA country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None.

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that -

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act*.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including -

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) D*ata*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction Material Description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....
Item 2:			
Foreign construction material....	.....	.....	.....
Domestic construction material...	.....	.....	.....

\1\Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

(End of clause)

I.8 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION (FAR 52.232-34) (MAY 1999)

(a) *Method of payment*.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information*. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: designated office) by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment*.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information*. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information*. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the

Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

1.9 PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1) (SEP 2006)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

I.10 PHYSICAL DATA (FAR 52.236-4) (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of a report entitled “Geotechnical Study, NASA Collaborative Support Facility, N232; Moffett Field, California” by Fugro West, Inc., dated October 24, 2008.

(End of clause)

I.11 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FAR 52.236-21) (FEB 1997) - ALTERNATE II (APR 1984)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words directed, required, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, order, designation, or prescription, of the Contracting Officer is intended and similarly the words approved, acceptable, satisfactory, or words of like import shall mean approved by, or acceptable to, or satisfactory to the Contracting Officer, unless otherwise expressly stated.

(c) Where as shown, as indicated, as detailed, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word provided as used herein shall be understood to mean provide complete in place, that is furnished and installed.

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (*i.e*., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor. Upon completing the work under this contract, the Contractor shall furnish one (1) set of prints of all shop drawings as finally approved. These drawings shall show changes and revisions made up to the time the equipment is completed and accepted.

(End of clause)

I.12 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Lewis Braxton III, NASA Ames Research Center, Mailstop 200-9, Moffett Field, CA 94035-1000, 650-604-5068, e-mail Lewis.S.Braxton@nasa.gov. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail

james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.13 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (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.

(End of clause)

I.14 ENGINEERING CHANGE PROPOSALS (NFS 1852.243-70) (OCT 2001)

(a) Definitions.

"ECP" means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

(b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.

(c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" estimated cost increase or decrease adjustment amount, if any, and the required period of performance adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting

Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" estimated cost and period of performance adjustments, if any, prior to issuing an order for implementation of the change.

(d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:

(1) Cost or pricing data in accordance with FAR 15.403-5 if the proposed change meets the criteria for its submission under FAR 15.403-4; or

(2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it shall cite the exception and provide rationale for its applicability.

(e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(End of clause)

[END OF SECTION]

SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

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

ATTACHMENT	DESCRIPTION	DATE	# OF PAGES
J-1	Specification No. 60048683	1/19/09	TBD
J-2	Drawings for the Collaborative Support Facility	Undated	TBD
J-3	Davis Bacon Wage Determination CA080029 with Modifications 1 through 26	Rev. 2/6/09	52
J-4	Building Information Modeling (BIM) *	TBD	N/A
J-5	Contractor's Safety and Health Plan *	TBD	TBD
J-6	Contractor's Small Business Subcontracting Plan *	TBD	TBD

* To be incorporated at time of award or by subsequent modification.

(b) The following documents, exhibits, and attachments are included only in the solicitation.

ATTACHMENT	DESCRIPTION	DATE	# OF PAGES
J-7	Past Performance Questionnaire	Undated	6
J-8	Bid Bond	Rev. 10-98	2
J-9	Request for New/Change Procurement KRED Vendor Master Record	8/22/05	1
J-10	ACH Vendor/Miscellaneous Payment Enrollment Form	Rev. 2/2003	2

(End of clause)

[END OF SECTION]

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2006)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is $33,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within 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 the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.2 PREPARATION OF PROPOSALS—CONSTRUCTION (FAR 52.236-28) (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including—

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words “no proposal” in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

[END OF SECTION]

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 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):

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NUMBER	DATE	TITLE
52.211-6	AUG 1999	BRAND NAME OR EQUAL
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – TARGETS
52.232-13	APR 1984	NOTICE OF PROGRESS PAYMENTS
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NUMBER	DATE	TITLE
None included by reference		

(End of provision)

L.2 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Teresa Marshall
FAX: (650) 604-2593
Email: Teresa.A.Marshall@nasa.gov
Address: NASA Ames Research Center
Mailstop 213-13
Moffett Field, CA 94035

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted at least a week prior to receipt of offers to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.3 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (FAR 52.211-1) (AUG 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

L.4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (FAR 52.211-4) (JUN 1988)

NASA-Ames Research Center
Reliability and Quality Assurance Office
Trailer Area TA 3, Building T-041, Room 129
Mail Stop T-041-1
Moffett Field, CA 94035-1000
650-604-4901

(End of provision)

L.5 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (FAR 52.211-14) (APR 2008)

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

L.6 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

L.7 DAVIS-BACON ACT--SECONDARY SITE OF THE WORK (FAR 52.222-5) (JUL 2005)

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

L.8 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FAR 52.222-23) (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade
19.6%

Goals for Female Participation for Each Trade
6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled Affirmative Action Compliance Requirements for Construction, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is Santa Clara County, California.

(End of provision)

L.9 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-12) (JAN 2005)

(a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability*. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers*.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of

FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

L.10 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Jill Willard, Mailstop 241-1, NASA Ames Research Center, Moffett Field, California 94035-1000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.11 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995) - ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for – 10:00 am on May 19, 2009.

Name: Teresa Marshall
Address: Building N213, Room 105
Ames Research Center
Moffett Field, CA 94035-1000
Telephone: (650) 604-5257

(c) Participants will meet at – Building N213, Room 261

(End of provision)

L.12 PREPROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)

(a) A preproposal/pre-bid conference will be held as indicated below:

Date: May 19, 2009
Time: 10:00 am
Location: Building N213, Room 261
Ames Research Center
Moffett Field, CA 94035-1000

Other Information, as applicable: Prior arrangements must be made to attend the pre-proposal conference. Please submit an email request to Teresa Marshall at Teresa.A.Marshall@nasa.gov. Information needed to reserve a visitor's badge is 1) Full name of attendee; 2) Name of firm the attendee is representing; 3) Attendee must be a U.S. Citizen; and 4) A picture ID is required to obtain a visitor's pass.

(b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(End of provision)

L.13 SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.14 BID BOND (NFS 1852.228-73) (OCT 1988)

(a) Each bidder shall submit with its bid a bid bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation clause 52.228-1, in the amount of twenty percent (20%) of the bid price, or $3 million, whichever is the lower amount.

(b) Bid bonds shall be dated the same date as the bid or earlier.

(End of provision)

L.15 PROTESTS TO NASA (NFS 1852.233-70) (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.16 MAGNITUDE OF REQUIREMENT (NFS 1852.236-74) (DEC 1988)

The Government estimated price range of this project is between $20,000,000.00 and $25,000,000.00.

(End of provision)

L.17 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 1442, Block 9
Cover Letter Contact Information Teaming Arrangements Standard Form (SF) 1442 Section B Section H Section I Standard Form (SF) 3881 Section K	L.17(b)(2)	Original and 4 Copies
Volume I, Mission Suitability Proposal	L.19(a)	Original and 4 Copies
A. Management Approach	L.19(a)(2)	
Approach to Contract Administration Requirements Including LEED Documentation Requirements	L.19(a)(2)(A)	
Key Personnel	L.19(a)(2)(A)	
Approach to Subcontract Management	L.19(a)(2)(A)	
Approach to Quality Assurance	L.19(a)(2)(A)	
Proposed Construction Schedule	L.19(a)(2)(A)	

Utilization of Various Software Tools Such as Electronic Submittals, Scheduling Software, AutoCad, BIM AutoDesk Revit on this Requirement	L.19(a)(2)(A)	
B. Safety and Health Plan	L.19(a)(2)(B)	
C. Small Business Utilization	L.19(a)(2)(C)	
Volume II, Past Performance Proposal	L.19(b)	Original and 4 Copies
Volume III, Price Proposal	L.19(c)	Original and 2 Copies

(2) Include a cover letter in Volume I of the proposal. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information and/or attachments.

- The names, address(es), telephone numbers, facsimile numbers, and email addresses of persons to be contacted for clarification of questions.
- A complete description of any proposed teaming arrangements.
- A Standard Form 1442 with Blocks 14A through 20C completed and signed by an official authorized to contractually bind the offeror. Include written acknowledgement of any solicitation amendments.
- A completed response to Section B, Clause B.1, SUPPLIES/SERVICES TO BE PROVIDED, for the Base Offer Item, Option Items, and Period of Performance.
- A completed response to Section H, Paragraph H.3, NFS Clause 1852.235-71, "KEY PERSONNEL AND FACILITIES," the proposal number to complete Clause H.7,"INCORPORATION OF THE CONTRACTOR'S PROPOSAL," and completion of Clause H.6, "SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS."
- A completed Request for New/Change Procurement KRED Vendor Master Record if this contract could be the offeror's first contract with NASA Ames Research Center or if information regarding your company has changed from a prior submission (see Attachment J-9).
- A COMPLETED Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form (see Attachment J-9).
- A completed response to Section K, "REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS."

Also include:

- A statement that the proposal is firm for a period of not fewer than 120 calendar days.
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.

(3) Address and forward the proposal package in accordance with the instructions specified on SF 1442, Block 9.

(4) RESERVED

(5) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, table of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Small Business Subcontracting Plan, if required, is also excluded from the page count limitation. Further page limitations are set forth in this Section L, Paragraph L.18 , "Proposal Page Limitations."

(6) RESERVED

(7) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation.

(8) BINDING AND LABELING: Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on disclosure and Use of Data," and FAR 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(9) LATE SUBMISSION: Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition."

(c) Mission Suitability (Volume I). Both management and technical information shall be included in the Mission Suitability Proposal. No price data shall be included. Information shall be precise, factual, current, detailed, and complete. Offerors shall not assume that the Source Evaluation Committee is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in the written presentation. The proposal must specifically address each listed evaluation subfactor.

(d) Past Performance Proposal (Volume II). The Past Performance factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performance on projects of similar size, scope, and complexity to the requirements of the instant acquisition.

(e) Price Proposal (Volume III). Price proposals must contain pricing for all line items.

(End of provision)

L.18 PROPOSAL PAGE LIMITATIONS

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Component	Page Limit[1]
Cover Letter	No limit
Volume I – Mission Suitability Proposal	See below
A. Management Approach	20
B. Safety and Health Plan	No limit
C. Small Business Utilization	No limit
Volume II – Past Performance Proposal	12[2]
Volume III – Price Proposal	No limit

[1] Paragraph L.17(b)(5) lists page types which are not affected by this limit.
[2] These limits do not apply to past performance questionnaire responses.

(b) A written page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides and shall contain a font text with a size not smaller than 12 point.. Foldouts shall not exceed 11" x 17" and each page shall count as two 8-1/2" x 11" pages. Diagrams, charts, tables, and photographs shall contain font text in a size no smaller than 10 point.

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of your proposal is not page limited. However, Volume III is to be strictly limited to price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation. In addition, the Safety and Health Plan and Small Business Subcontracting Plan are not page limited.

(d) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the Offeror.

(End of provision)

L.19 PROPOSAL PREPARATION—SPECIFIC INSTRUCTIONS

The contract award will be based on evaluation of the following factors:

- Mission Suitability
- Past Performance
- Price

Proposal shall be submit in a format that follows the format of the factors and their subfactors. Only information pertinent to the factors and subfactors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and subfactors in Section M)

(a) **Mission Suitability Proposal (Volume I)**: The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, detailed, and complete. Offerors must not assume that the evaluation team is aware of their company's abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to accomplishment of the work.

(1) The evaluation will be based on the information presented in the written subfactors. The proposal must specifically address each listed evaluation subfactor.

(2) The content of the Offerors' Mission Suitability Proposal shall provide the basis for evaluation

of the Offeror's response to the technical requirements of the RFP.

The Mission Suitability Proposal shall address the following subfactors:

INDEX OF MISSION SUITABLITY SUBFACTORS

Para.	Subfactor Title	Elements	Format
A	Management Approach	Approach to Contract Administration Requirements Including LEED Documentation Requirements	Written
		Key Personnel	Written
		Approach to Subcontract Management	Written
		Approach to Quality Assurance	Written
		Proposed Construction Schedule	Written
		Utilization of Various Software Tools Such as Electronic Submittals, Scheduling Software, AutoCad, BIM AutoDesk Revit on this Requirement	Written
B	Safety and Health Plan		Written
C	Small Business Utilization		Written

Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability subfactors as there are no discrete point values to any of the elements.

A. <u>Management Approach (Subfactor)</u>: This subfactor will be used to evaluate the Offeror's management approaches. Under this subfactor, an evaluation will be made of the Offeror's overall management approach to assess how well the management plan demonstrates the Offeror's ability to manage this contract to insure that the government will receive responsive, quality and cost effective services under this contract. The Offeror's proposal shall specifically address the following**:**

- **Approach to Contract Administration Requirements Including LEED Documentation Requirements**: The Offeror shall describe its approach to contract administration requirements including LEED documentation requirements. Describe your approach and effective experience in dealing with the myriad of administrative requirements (ex. Material submittals, progress payments, work plans, labor/wage reports, schedules, etc.) that are associated with Government construction contracts. The Offeror shall describe its process for meeting the U. S. Green Building Council LEED requirements for all LEED credits associated with the building construction. The Offeror shall describe the proposed plan to ensure LEED credits are attained and procedures for tracking and maintaining the necessary LEED documentation.

- **Key Personnel**: The Offeror shall describe its organizational structure and staffing plan for the key personnel and significant subcontractors providing clear internal and external lines of authority and lines of communication. Identify the key personnel and their specific duties and roles in the management of this project. The key personnel shall include at a minimum:

(1) Project Manager – the overall manager responsible for this project.

(2) Site Superintendent – the overall field manager responsible for the Contractor's Quality Control Program.

(3) Quality Control Manager – the manager responsible for the Contractor's Quality Control Program.

(4) Commission Agent – the person responsible for the coordination and implementation of the Commission Plan

(5) LEED Manager – the individual responsible for the oversight and implementation of the LEED requirements.

(6) Safety Manager – the manager of the Contractor's on-site Safety Program.

The Offeror shall describe the amount of time allocated to a function if personnel are part-time or have more than one area of responsibility.

The Offeror shall provide individual resume information for the key personnel highlighting specific experience and qualifications on projects of a similar type, size, and technical complexity. At a minimum the resume information shall include:

(1) Position of employment and job duties in employment history.

(2) Description of the last seven (7) years of employment, including any periods of non-employment longer than three (3) months.

(3) Education background.

(4) Specialty training, certifications, and registrations.

(5) Number of years with the current company and current role.

(6) Describe how this individual contributed to the successful performance of the projects described in the Past Performance factor.

The Offeror shall describe how lessons learned from previous similar projects will be integrated to achieve success on this project and mitigate potential risks for this construction project .

- **Approach to Subcontract Management**: The Offeror shall describe its approach to subcontract management; percentage of work to be performed between the prime contractor and each major subcontractor; and the work to be self performed by the prime contractor. The Offeror shall describe its approach and effective experience in managing subcontractors. Also, identify or list subcontractors that your firm would plan to use for various specialty requirements under this contract (ex. Electrical, mechanical, plumbing, roofing, painting, etc.) and describe your past working relationship with the subcontractor and why they are a preferred service provider for your firm.

- **Approach to Quality Assurance**: The Offeror shall describe its approach and effective experience in making sure that quality work is done correctly the first time in the majority of instances and your approach to corrective actions in the event that work needs to be redone. At a minimum, address the Quality Control organization, submittal reviews, testing, identification and resolution of deficiencies, reporting procedures, procedures for procuring, tracking, receiving, and acceptance of materials, and identification of nonconforming materials or work.

- **Proposed Period of Performance**: The Government estimates 600 calendar days for this contract from the date the contractor receives the notice to proceed. The Offeror shall propose a period of performance and provide a schedule in Gantt chart format. The schedule shall be from the date the contractor receives the notice to proceed until contract completion. The schedule shall be in sufficient detail, including time for major project activities, to demonstrate a clear understanding of the requirements and shall not exceed more than 60 activities per 11" x 17" page and a total of 120 activities**.** Schedules proposing a shorter amount of time for the period of performance with a logical approach to the work will be considered a strength of the proposal.

- **Utilization of Various Software Tools Such as Electronic Submittals, Scheduling Software, AutoCad, BIM AutoDesk Revit on this Requirement**: The Offeror shall describe its previous experience using various software tools such as electronic submittals, scheduling software, AutoCad, BIM AutoDesk Revit and provide a plan for how the software tools will be used to improve the effectiveness of your firm's project management relative to schedule, price, and quality and reduce the construction schedule.

B. <u>Safety and Health Plan (Subfactor)</u>:

The Offeror shall submit a detailed written safety and health plan that includes a complete and comprehensive responsive to the safety and health hazards that can be expected during the course of this contract. Safety items to be covered in the plan can be found in the current version of NPR 8715.3 (http://nodis.hq.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C) and APR 1700.1 (see L.2 for location), and shall include, at a minimum, those listed below. Additional items may be included if appropriate.

(1) Statement of corporate policy and program goals concerning safety and health.

(2) Safety and Health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.

(3) Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:

- Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
- Means for ensuring that every employee understands how to re cognize hazards and how to avoid having mishaps.
- Procedures for training and certification of personnel potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
- Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
- Controls for special hazardous materials and process, such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
- Method of making sure that emergency plans and procedures are current and sufficient.
- Method for making sure that employees consistently perform their work safely and in accordance with the plan.
- Method for reporting and investigating accidents and incidents (mishaps).

This plan, as approved by the Contracting Officer, shall be included in any resulting contract as Attachment J-5. The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

C. Small Business Utilization (Subfactor):

All Offerors, except small business concerns, must complete the Small Business Subcontracting Plan according to instructions described below. Although small businesses are not required to submit Small Business Subcontracting Plans, the instructions below request "Other" information that needs to be addressed, if applicable. See Paragraph 2.b below. **Small businesses shall address small business participation to the extent that subcontracting opportunities exist.** See FAR 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS.

1. Small Business Subcontracting Plan (the Plan) required by the FAR (this applies ONLY to Large Businesses):

a. This solicitation contains FAR Clause 52.219-9, SMALL BUSINESS SUBCONTRACT PLAN – ALTERNATE II. The Subcontracting Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, must be submitted with your proposal. This applies ONLY to large businesses.

b. The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, EXPRESSED AS A PERCENT OF TOTAL CONTRACT VALUE (basic and all options combine), are as follows:

Total Small Business (SB) Goal	**40%**
*Small Disadvantaged Business (SDB) Concerns	12.5%
Women-Owned Small Business (WOSB) Concerns	3.0%
Historically Black Colleges and Universities (HBCU)	0.0%
HUBZone Small Business Concerns	2.0%
Veteran-owned Small Business Concerns	2.5%
Service-Disabled Veteran-Owned Small Business Concerns	1.5%
** Other Small Business Concerns	18.5%

* Although 15 U.S.C. 637(d) requires subcontracting plans to contain information about SDB concerns, case law prevents the Government from giving evaluation credit to business types based on race or ethnicity unless those businesses are in under represented industries. The Section M evaluation for SDB participation ensures that the Government only evaluates participation of SDB's in industries that are designated by the Department of Commerce as under represented. For purposes of the Small Business Subcontracting Plan, the proposed subcontracting goal for SDB's will be evaluated based upon the SDB's status as a small business.

**Those Small Business Concerns that are not Small Disadvantaged, Women-Owned, Historically Black Colleges and Universities, HUBZone Small Business Concerns, Veteran-Owned Small Business Concerns, or Service Disabled Veteran-Owned Small Business Concerns.

c. Offerors are encouraged to propose goals that are equivalent or greater than those recommended by the Contracting Officer. However, Offerors should perform an independent assessment. The goals included in the submitted Subcontracting Plan may be higher, lower, or the same as the recommended goals, depending upon the Offeror's independent assessment. The Offeror's Subcontracting Plan shall separately address business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns.

d. The Plan submitted with the proposal shall be incorporated in Section J as Attachment J-6 in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed $550,000 or $1,000,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

e. Offerors are advised that a proposal will not be rejected solely because the submitted plan does not meet the NASA recommended goals that are expressed in paragraph 1.(b) above in terms of percent of total contract value. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

f. In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I FAR clause 5.219-9, Alternate II, Offerors (Large Businesses) shall complete Attachment J-6, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the offeror's proposed goals, by small business category, expressed in terms of a percent of the TOTAL PLANNED SUBCONTRACTS.

(NOTE: FOR PURPOSES OF THE SUBCONTRACTING PLAN, THE PROPOSED GOALS MUST BE STATED AS A **PERCENT OF TOTAL SUBCONTRACTS**, NOT AS A PERCENT OF TOTAL CONTRACT VALUE. REFER TO THE BELOW EXAMPLE)

Begin example

Assume a proposed total contract value of $20M and proposed goals that equate to the following which are EXPRESSED AS A PERCENT OF TOTAL CONTRACT VALUE:

Small Disadvantaged Business Concerns	4.5%
Women Small Business Concerns	2.0%
Historically Black Colleges and Universities	0.5%
HUBZone Small Business Concerns	0.5%
Veteran Owned Small Business Concerns	1.0%
Service-Disabled Veteran-Owned Small Business Concerns	0.5%
Other Small Business Concerns	11.0%
Total Small Business Subcontracting (as a percent of total contract value)	20.0%

Then, the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by Paragraph (d)(2) of FAR Clause 52.219-9, would be as follows:

Small Disadvantaged Business Concerns	900,000
Women Small Business Concerns	400,000
Historically Black Colleges and Universities	100,000
HUBZone Small Business Concerns	100,000
Veteran Owned Small Business Concerns	200,000
Service-Disabled Veteran-Owned Small Business Concerns	100,000
Other Small Business Concerns	2,200,000
Total Small Business Subcontracting	4,000,000

HOWEVER, the Subcontracting Plan must express goals as a percent of total planned subcontracts. Assuming total subcontracting of $10M, the resulting percentage goals, EXPRESSED AS A PERCENT OF TOTAL SUBCONTRACT DOLLARS, and which would be stated in the Subcontracting Plan as required by paragraph (d)(1) of FAR Clause 52.219-9 would be:

Small Disadvantaged Business Concerns	9.0%
Women Small Business Concerns	4.0%
Historically Black Colleges and Universities	1.0%
HUBZone Small Business Concerns	1.0%

Veteran Owned Small Business Concerns	2.0%
Service-Disabled Veteran-Owned Small Business Concerns	1.0%
Other Small Business Concerns	22.0%
Total Small Business Subcontracting	40.0%

(End of example)

(b) **Past Performance (Volume II)**: This portion of the technical evaluation factor assesses the Offeror's record of performing construction services and completing projects that are similar in size, scope and complexity to the requirements of the instant acquisition. Recent contracts are defined as current contracts (at least 50% complete) and contracts completed within the last three (3) Years. Offerors are encouraged to provide information on any problems encountered during performance of these contracts and any corrective actions taken by the Offeror. In evaluating past performance, the Government shall consider information in the Offeror's proposal and information from other sources including references, customers, Government agencies, and other sources deemed appropriate. The Government may also evaluate subcontractor's past performance on relevant projects. The following information will be evaluated:

(1) Provide specific examples that demonstrate the Offeror's experience and successful past performance on projects, in particular LEED projects, of similar size, scope, and complexity to the requirements of the instant acquisition. Provide up to six (6) project examples in the following format:

Contract Number:

Project Title, Location, and Description:

LEED Certification Level:

Owner and Point of Contact – Agency:
Contact Name:
Address:
Phone:
E-mail Address:

Contract Award Date and Price:

Original Contract Completion Date:

Current or Actual Completion Date:

Provide explanation if actual completion date exceeded or exceeds original contract completion date:

Percentage of Completion and Current Price:

Performance Evaluation Rating Received:

Description of Requirements and/or Complexity of the Project and an explanation as to how performance on the identified requirement relates to this particular requirement and demonstrates the Offeror's capabilities to perform this requirement:

Major Problems Encountered on Project and Resolution:

Awards/Recommendations Received:

Role on Project of Proposed Key Personnel:

(ii) Provide up to six (6) letters of commendation and/or recommendation on projects completed in the last three (3) years. Annotate the contract description, price, and completion date on each letter.

(iii) Offerors shall provide a Past Performance Questionnaire, Attachment J-7 to this solicitation, to each past performance Contracting Officer or customer contact equivalent identified in its Past Performance information summary. Offerors shall request its customers to submit the completed questionnaires to the below address, by mail, facsimile, or e-mail, to arrive no later than the due date for offers**. Past Performance Questionnaires will not be accepted directly from Offerors**.

Questionnaires should be forwarded to:
NASA Ames Research Center
Attn: Teresa Marshall, Code JAC
Mailstop: 213-13
Moffett Field, CA 94035
Phone: (650) 604-5257
Fax: (650) 604-2593
E-mail: Teresa.A.Marshall@nasa.gov

(c) Price Proposal (Volume III):

(1) An original and two (2) copies of the price proposal shall be provided on the SF 1442, Solicitation, Offer, and Award, and Section B included at the beginning of this solicitation. Blocks 14 through 20C of the SF 1442 shall be completed . A firm-fixed price will be required for the following :

(a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Section J as Attachments J-1 and J-2.

1. Item Nc	2. Description	3. Qty	4. Unit	5. Price
01	Base Offer Item 0001, All work identified in the plans and specifications to construct the Collaborative Support Facility, Building N232, Except work identified as an option	1	JB	$_____

(b) OPTION ITEMS

If Option Items are exercised pursuant to Clause 52.217-7, “OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM,” the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C.

1. Item No	2. Description	3. Qty	4. Unit	5. Price
02	Option Item 0001, All work identified in the specification and drawings to provide and install Building Integrated Photovoltaic Canopy (BIPV). This option shall consist of replacing the ceramic frit pattern glass panels mounted at the roof level between column lines X and Y on the north side of the north wing, with an array of glass substrate photovoltaic panels. This option includes all labor, materials, and equipment required to provide an operational photovoltaic system with a peak output of at least XX kilowatts of power at 12 volts. This option includes the photovoltaic panels, terminal and combiner box(es), quick-connect electrical connectors, DC wiring, DC disconnect, grid-connected inverter, AC disconnect, a data acquisition and monitoring system (DAS) and isolation transformer. The option also includes connecting the photovoltaic system inverter into the building's electrical system. This work is shown on Drawings A107 and E111 and described in Specification Section 136400.	1	JB	$_____
03	Option Item 0002, All work identified in the specification and drawings to provide and install Extruded Aluminum Sun Control Shade Louvers. This option shall consist of the fabrication and installation of aluminum louvers designed to shade the windows on the west, east and south sides of both wings of the building. These louver shades consist of aluminum airfoil shapes fabricated into a framework and mounted vertically in front of the building windows. This option also includes the installation of steel tube shapes that are mounted to the building structural framework and provide support for the sun shades. The details of the shade louver construction is shown on Drawings A106 and A705 and described in Specification Section 089100.	1	JB	$_____
04	Option Item 0003, All work identified in the specification and drawings to provide and install Horizontal Sun Shade Structures. This option consists of the fabrication and installation of horizontal shade structures that are designed to shade the windows on the west, east, and south sides of both wings of the building. At the roof level, these horizontal shade structures consist of perforated, stainless steel, sheet metal panels mounted in a steel frame. At the second floor level, the horizontal shade structures are constructed of an aluminum bar grating material, to allow access for future window cleaning. The structural steel members that support the horizontal shade structures are included in the Base Item and are not a part of Option Item 0003.	1	JB	$_____

	The details the horizontal shades are shown on Drawing A107 and described in Specification Sections 055300 and 057000.			
05	Option Item 0004, All work identified in the specification and drawings to provide and install Light Shelf Daylighting Panels. This option consists of the fabrication and installation of light shelves. Light shelves are aluminum shelves approximately 30” wide and mounted on the interior side of the north wall only, just below the upper row of operable windows, at both the first and second floor levels. Light shelves for this project are fabricated from an extruded aluminum chassis system and aluminum panel surface. Light shelves for this project shall be provided by the curtain wall manufacturer and shall be designed to be integrated with the curtain wall as an interior extension to the curtain wall horizontal mullion. The details of the horizontal light shelves are defined in Specification Section 107301 and the installation location is shown in Detail 8/A802.	1	JB	$_____
06	Option Item 0005, All work identified in the specification and drawings to provide and install Greywater Treatment System. The greywater treatment system is a packaged, skid-mounted system designed to filter and treat greywater from lavatories and showers and pump the treated water back into the building for use flushing toilets. This option includes all labor, equipment, and materials necessary to have a complete and operational greywater treatment and supply system, including pumps, tanks, filters, and residual disinfection. This option also includes all underground piping between the north wing of the building and the location of the greywater system adjacent to the trash enclosure on the east side of the project site. The following items are included in the Base Item and are <u>not</u> part of Option Item 0005: The concrete masonry unit enclosure for the greywater treatment system; the recycled water supply piping to the toilets; the greywater waste piping from the lavatories and showers; and the underground conduit and wiring to supply power to the greywater treatment system. The work include in this Option Item is shown on Drawing P503 and is described in Specification Section 221319.	1	JB	$_____
07	Option Item 0006, All work identified in the specification and drawings to provide and install Carpet and Base. This option includes all labor materials and equipment to install carpet and resilient base for all areas of the building with raised access flooring with the exception of the electrical and data communications rooms. The areas to receive this carpet are shown on	1	JB	$_____

	Drawings A211, A212, A221, and A222. The carpet material and installation requirements are defined in Specification Section 096813.			

(c) PERIOD OF PERFORMANCE

1. Item No	2. Description	3. Qty	4. Unit	5. Number of Calendar Days for Completion of Work
05	Number of Calendar Days for Completion of Work in accordance with Paragraph F.2, COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984). The number of calendar days offered here in Section B will have precedence if a discrepancy exists between the number of days proposed in Section B and the construction schedule portion of the offer.			_____

(End of provision)

L.20 LIST OF AVAILABLE GOVERNMENT PROPERTY (NFS 1852.245-81) (DEVIATION) (SEP 2007)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property. This property must be used on the contract as shown in the plans and specification.

Item Description : Reclaimed oak flooring from a wind tunnel, approximately 7,500 square feet to be used as shown in the plans and specification

(b) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

[END OF SECTION]

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 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):

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NUMBER	DATE	TITLE
52.217-5	APR 1984	EVALUATION OF OPTIONS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NUMBER	DATE	TITLE
None included by reference		

(End of provision)

M.2 EVALUATION APPROACH

(a) **General.** The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Past Performance (Volume II), and Price (Volume III).

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i..e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in Section C.

(2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, “Source Selection,” as supplemented by NFS Subpart 1815.3, “Source Selection.” Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government’s best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(5) The evaluation committee will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

(b) **Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Price. Price is the single most important factor. Mission Suitability and Past Performance are approximately equal to each other and when combined, are approximately equal to Price. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

(1) Mission Suitability Factor. The Mission Suitability Factor evaluates the merit or excellence of the offeror's management approach, safety and health plan, and small business utilization. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE (Subfactor Only)
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists	91-100
Very Good	A proposal having no deficiency and which demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor.

(2) Past Performance Factor. This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. The Government may also evaluate subcontractors' past performance on relevant projects. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offeror to the agency and other organizations as either a prime or subcontractor.

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government's level of confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the evaluation shall clearly document each Offeror's relevant past performance and the currency of the past performance to assess the Offeror's overall confidence rating assigned. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

Definition of Ratings

Very High Level of Confidence	The Offeror's recent and relevant past performance is of exceptional merit that is highly germane (e.g. size, scope and complexity) to the requirement; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist. The mere absence of a significant weakness does not make a proposal meet this rating.)
High Level of Confidence	The Offeror's recent and relevant past performance is at least pertinent (e.g. size, scope, and complexity) to the requirement; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
Moderate Level of Confidence	The Offeror's recent and relevant past performance may be limited in terms of the size, scope and complexity when compared to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The Offeror's recent and relevant past performance may be limited in terms of the size, scope and complexity when compared to this acquisition, and it demonstrates meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The Offeror's recent and relevant past performance demonstrates performance that does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas, which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
Neutral	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a)(2)(ii) and (IV)].

(3) Price Factor. This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. The proposed price is analyzed to determine the price and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed price. It is not numerically scored.

(c) **Mission Suitability Factor (Volume I)**: The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. The overall Mission Suitability Factor will be numerically scored and Mission Suitability subfactors will be rated by adjective and numerically weighted and scored. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated.

(1) The evaluation will be based on the information presented in the written subfactors.

(2) The content of the Offerors' Mission Suitability Proposal will provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP.

The Offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (Note: the following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

INDEX OF MISSION SUITABLITY SUBFACTORS

Para.	Subfactor Title	Elements	Format
A	Management Approach	Approach to Contract Administration Requirements Including LEED Documentation Requirements	Written
		Key Personnel	Written
		Approach to Subcontract Management	Written
		Approach to Quality Assurance	Written
		Proposed Construction Schedule	Written
		Utilization of Various Software Tools Such as Electronic Submittals, Scheduling Software, AutoCad, BIM AutoDesk Revit on this Requirement	Written
B	Safety and Health Plan		Written
C	Small Business Utilization		Written

A. **Management Approach (Subfactor)**: This subfactor will be used to evaluate the Offeror's management approaches. Under this subfactor, an evaluation will be made of the Offeror's overall management approach to assess how well the management plan demonstrates the Offeror's ability to manage this contract to insure that the Government will receive responsive, quality and cost effective services under this contract. The evaluation will specifically address the following**:**

- **Approach to Contract Administration Requirements Including LEED Documentation Requirements**: The Offeror's proposal will be evaluated on how well it demonstrates its approach to contract administration requirements including LEED documentation requirements. The evaluation will include the Offeror's approach and effective experience in dealing with the myriad of administrative requirements (ex. Material submittals, progress payments, work plans, labor/wage reports, schedules, etc.) that are associated with Government construction contracts; the Offeror's process for meeting the U. S. Green Building Council LEED requirements for all LEED credits associated with the building construction; and the Offeror's proposed plan to ensure LEED credits are attained and procedures for tracking and maintaining the necessary LEED documentation.

- **Key Personnel**: The Offeror's proposal will be evaluated on how well it demonstrates the Offeror's organizational structure and staffing plan for the key personnel and significant subcontractors and how they provide clear internal and external lines of authority and lines of communication. Proposed key personnel and their specification duties and roles in the management of this project will also be evaluated The key personnel shall include at a minimum:

(1) Project Manager – the overall manager responsible for this project.

(2) Site Superintendent – the overall field manager responsible for the Contractor's Quality Control Program.

(3) Quality Control Manager – the manager responsible for the Contractor's Quality Control Program.

(4) Commission Agent – the person responsible for the coordination and implementation of the Commission Plan

(5) LEED Manager – the individual responsible for the oversight and implementation of the LEED requirements.

(6) Safety Manager – the manager of the Contractor's on-site Safety Program.

The amount of time allocated to a function if personnel are part-time or have more than one area of responsibility will be evaluated.

Individual resume information for the key personnel will be evaluated with emphasis on specific experience and qualifications on projects of a similar type, size, and technical complexity . The following resume information for the key personnel will be evaluated at a minimum:

(1) Position of employment and job duties in employment history.

(2) Description of the last seven (7) years of employment, including any periods of non-employment longer than three (3) months.

(3) Education background.

(4) Specialty training, certifications, and registrations.

(5) Number of years with the current company and current role.

(6) Describe how this individual contributed to the successful performance of the projects described in the Past Performance factor.

The evaluation will include how the Offeror integrates lessons learned from previous similar projects to achieve success on this project and mitigate potential risks for this construction project .

- **Approach to Subcontract Management**: The percentage of work to be performed between the prime contractor and each major subcontractor will be evaluated and work to be self performed by the prime contractor. The Offeror's proposal will be evaluated for its approach and effective experience in managing subcontractors, the subcontractors that the Offeror would plan to use for various specialty requirements under this contract (ex. Electrical, mechanical, plumbing, roofing, painting, etc.), and the Offeror's past working relationship with the subcontractor and why they are a preferred service provider for the firm.

- **Approach to Quality Assurance**: The Offeror's approach and effective experience in making sure that quality work is done correctly the first time in the majority of instances will be evaluated and its approach to corrective actions in the event that work needs to be redone. At a minimum, the evaluation will address the Quality Control organization, submittal reviews, testing, identification and resolution of deficiencies, reporting procedures, procedures for procuring, tracking, receiving, and acceptance of materials, and identification of nonconforming materials or work.

- **Proposed Period of Performance**: The Government estimates 600 calendar days for this contract from the date the contractor receives the notice to proceed. The Offeror's proposed period of performance will be evaluated from the date the contractor receives the notice to proceed until contract completion. The schedule will be evaluated on how well the schedule demonstrates a clear understanding of the requirements. Schedules proposing a shorter amount of time for the period of performance, with a logical approach to the work will be considered a strength of the proposal.

- **Utilization of Various Software Tools Such as Electronic Submittals, Scheduling Software, AutoCad, BIM AutoDesk Revit on this Requirement**: The Offeror's proposal will be evaluated regarding previous experience using various software tools such as electronic submittals, scheduling software, AutoCad, BIM AutoDesk Revit. The Offeror's plan for how the Offeror will use the software tools to improve the effectiveness of your firm's project management relative to schedule, price, and quality and reduce the construction schedule will also be evaluated.

B. **Safety and Health Plan**: The Offeror's Safety and Health Plan will be evaluated for a complete and comprehensive response to the management of safety and health hazards that will be expected during the course of this contract in accordance with NPR 8715.3A and APR 1700.1. The Offeror's approach and understanding to the following will be evaluated to determine soundness, technical merit, innovativeness, efficiency, and effectiveness.

(1) Statement of corporate policy and program goals concerning safety and health.

(2) Safety and Health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.

(3) Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:

- Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.

- Means for ensuring that every employee understands how to re cognize hazards and how to avoid having mishaps.

- Procedures for training and certification of personnel potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.

- Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.

- Controls for special hazardous materials and process, such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.

- Method of making sure that emergency plans and procedures are current and sufficient.

- Method for making sure that employees consistently perform their work safely and in accordance with the plan.

- Method for reporting and investigating accidents and incidents (mishaps).

C. **Small Business Utilization**:

The evaluation of Small Business Subcontracting applies to all Offerors. Although small business concerns are not required to submit a Small Business Subcontracting Plan as required by FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN and its ALTERNATE II, NASA will evaluate small business subcontractor participation to the extent that subcontracting opportunities exist.

1. Small Business Subcontracting Plan:

The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Small Business Subcontracting Plan will also be evaluated in terms of the reasonableness and soundness of the Offeror's independent assessment to achieve the proposed overall subcontracting goals and the individual subcontracting goals by category. The evaluation will include the reasonableness of rationale for any goal that is less than the Contracting Officer's recommended goal for any category, the reasonableness of efforts made to establish a goal for that category, as well as on-going efforts, if any, the Offeror plans during performance to increase participation in that category. This evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value. The Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements.

Additionally, NASA will evaluate:

- The reasonableness and quality of the rationale provided to substantiate the proposed goals in the Small Business Subcontracting Plan.

- The reasonableness and quality of the rationale specific to work that will be performed by the small business subcontractor(s). NASA will also evaluate the extent to which SB concerns are specifically identified and the extent of commitment to use SB firms (for example, enforceable commitments vs. non-enforceable commitments.)

- The quality of Offeror's past performance in small business utilization as an indicator of commitment to utilize small business concerns.

- The reasonableness and quality of information demonstrating the extent of commitment to utilize small business concerns and to support their development.

Small Businesses are not required to submit a Subcontracting Plan.

A proposal will not be rejected solely on the basis of an Offeror proposing subcontracting goals that are less than those listed in Section L.19(a)(2)C.1.b, "Small Business Subcontracting Plan"; however, if the proposed goals are less than the NASA stipulated goals, an explanation must be provided and will be evaluated.

2. Other:

a. For large businesses, NASA will evaluate the reasonableness of the following:

- Rationale to substantiate the proposed goals in the Small Business Subcontracting Plan.

- If appropriate, plans to allocate contracting to Small Business concerns.

b. For small businesses, NASA will evaluate the reasonableness of the following:

- Rationale to substantiate the anticipated subcontracting.

3. SDB Participation – Contract Targets:

Separately from Small Business Subcontracting, NASA will evaluate SDB participation.

This evaluation applies to both large businesses and small businesses.

4. SDB Participation – Other:

Additionally, NASA will evaluate other information as follows. The information below will only be evaluated to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors.

This evaluation applies to both large businesses and small businesses.

NASA will evaluate the reasonableness of the following:

- Rationale to substantiate the proposed targets for SDB participation.

- The Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan.

(d) **Past Performance (Volume II)**: This technical evaluation factor assesses the Offeror's record of performing construction services and completing projects that are similar in size, scope and complexity to the requirements of the instant acquisition. Recent contracts are defined as current contracts (at least 50% complete) and contracts completed within the last three (3) Years. Offerors are encouraged to provide information on any problems encountered during performance of these contracts and any corrective actions taken by the Offeror. In evaluating past performance, the Government shall consider information in the Offeror's proposal and information from other sources including references, customers, Government agencies, and other sources deemed appropriate. The Government may also evaluate subcontractor's past performance on relevant projects. The following information will be evaluated:

(1) Specific examples provided by the Offeror that demonstrates its experience and successful past performance on projects, in particular LEED projects, of similar size, scope, and complexity to the requirements of the instant acquisition based on the information provided for up to six (6) project examples in the following format:

Contract Number:

Project Title, Location, and Description:

LEED Certification Level:

Owner and Point of Contact – Agency:
Contact Name:
Address:
Phone:
E-mail Address:

Contract Award Date and Price:

Original Contract Completion Date:

Current or Actual Completion Date:

Provide explanation if actual completion date exceeded or exceeds original contract completion date:

Percentage of Completion and Current Price:

Performance Evaluation Rating Received:

Description of Requirements and/or Complexity of the Project and an explanation as to how performance on the identified requirement relates to this particular requirement and demonstrates the Offeror's capabilities to perform this requirement:

Major Problems Encountered on Project and Resolution:

Awards/Recommendations Received:

Role on Project of Proposed Key Personnel:

(2) Six (6) letters of commendation and/or recommendation on projects completed in the last three (3) years.

(3) Past Performance Questionnaires from references addressing the following:

PROJECT MANAGEMENT:
Overall project management including management of resources and personnel.
Ability to effectively manage and control subcontractor performance.
Ability to build effective working relationships with associate contractors, subcontractors and the Government in a team environment.
Overall responsiveness to Government requests.
Communicating and interfacing with Government.
Staffing levels for key personnel and key subcontractors.
Effectiveness of jobsite supervision.
Compliance with technical requirements and performance standards.
Timely identification and resolution of issues.
Timely resolution of contract modifications.
Adherence to contract schedule requirements.
Timeliness, quality, and accuracy of schedule and schedule of values.
Ability to deliver the project that meets or exceeds performance requirements within schedule.
Compliance with labor standards.
Ability to comply with LEED standards and credits to ensure LEED certification.

COST:
Timely payment to subcontractors or suppliers.
Ability to establish realistic cost estimates.

QUALITY CONTROL (QC):
Overall project quality.
Adequacy of QC Plan.
Effectiveness and responsiveness of QC staff.
Adequacy of QC testing.
Adequacy of QC documentation.
Identification/Correction of deficient work in a timely manner.

SAFETY AND SECURITY:
Adequacy of Safety Plan and implementation of plan.
Adherence to established safety and health procedures.
Overall Safety and Health injury/illness record.
Cooperation with Owner's safety personnel.
Adherence to established security procedures.

SMALL BUSINESS:
Ability to meet Small Business Subcontracting Plan Goals.
Timeliness, quality, and accuracy of Small Business Subcontracting Plan reporting (SF 294s/295s)
Ability to meet Small Disadvantaged Business goals

OVERALL CONTRACT PERFORMANCE

(e) **Price (Volume III)**: This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. The Government will review the price in accordance with FAR 52.217-5, EVALUATION OF OPTIONS. Price evaluation will not be based upon absolute standards or given an adjectival rating, but will be an assessment of the reasonableness of the proposed price. The Government will evaluate the fairness and reasonableness of the proposed price using one or more of the following price analysis techniques:

- Comparison of proposed price with the independent Government estimate;
- Comparison of proposed price to all other proposed prices
- Analysis of price for unbalanced items.

(End of provision)

M.3 WEIGHTING AND SCORING

(a) The essential objective of this procurement process is to identify and select the contractor able to successfully meet the Government's need in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in M.2, Evaluation Approach.

(b) The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored in accordance with the numerical system established below. The other factors (i.e., Past Performance and Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Price will be evaluated for reasonableness. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) **Price is the single most important factor. Mission Suitability and Past Performance are approximately equal to each other and when combined, are approximately equal to price.**

(d) The numerical weight assigned to Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

MISSION SUITALITY FACTOR

Subfactors	**Assigned Weight**
Management Approach Approach to Contract Administration Requirements Including LEED Documentation Requirements Key Personnel Approach to Subcontract Management Approach to Quality Assurance Proposed Construction Schedule Utilization of Various Software Tools Such as Electronic Submittals, Scheduling Software, AutoCad, BIM AutoDesk Revit on this Requirement	700
Safety and Health Plan	200
Small Business Utilization	100
TOTAL	1000

(End of provision)

[END OF SECTION]