

SOLICITATION, OFFER AND AWARD <i>(Construction, Alteration or Repair)</i>		1. SOLICITATION NO NNA09282501R	2. TYPE OF SOLICITATION Negotiated (RFP)	3. DATE ISSUED	PAGE OF PAGES
4. CONTRACT NO.		5. REQUISITION/PURCHASE NO.		6. PROJECT NO.	
7. ISSUED BY NASA Ames Research Center Acquisition Division Mail Stop 213-13 Moffett Field, CA 94035-1000		CODE	8. ADDRESS OFFER TO NASA Ames Research Center Attn: AnJennette Contreras-Rodriguez Acquisition Division Mail Stop 213-13 Moffett Field, CA 94035-1000		
9. FOR INFORMATION CALL: <i>(Name)</i> AnJennette Contreras-Rodriguez		<i>(Phone)</i> (650) 604-2147	<i>(Fax)</i> (650) 604-2593	<i>(Electronic Mail Address)</i> anjennette.c.rodriguez@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)*:

NASA ADVANCED SUPERCOMPUTING FACILITY N258 ELECTRICAL SUPPLY RELIABILITY IMPROVEMENT PROJECT PHASE IB, II AND III

The work to be performed under this contract consists of providing the labor, equipment, and materials to design, install and commission an infrastructure of one or more Rotary Uninterruptible Power Supply (RUPS) units for NASA Advanced Supercomputing Facility N258.

This procurement has been set-aside 100% HUBZone.

Magnitude of Construction is over \$1,000,000.00

11. The Contractor shall begin performance within <u>15</u> calendar days and complete it within <u>730</u> calendar days after receiving <input type="checkbox"/> Award, <input checked="" type="checkbox"/> Notice to proceed. This performance period is <input type="checkbox"/> Mandatory, <input type="checkbox"/> Negotiable. See		12B. CALENDAR DAYS
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> <i>(If "YES," indicate within how many calendar days after award in Item 12.B.)</i>		

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 p.m. TBD local time.
- B. An offer guarantee x is, is not 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 offeror 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 _____ calendar days after the date offers are due.

AMOUNTS

18. The offeror 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
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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)	25. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 41 U.S.C. 2034(c) <input type="checkbox"/> 41 U.S.C. 253(c) <input type="checkbox"/>
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY
CODE	

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 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.	<input type="checkbox"/> 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.
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30A. NAME OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN	31A. NAME AND TITLE OF CONTRACTING OFFICER	
30B. SIGNATURE	31B. UNITED STATES OF AMERICA	28. AWARD DATE
30C. DATE		

Contract No.	Solicitation No. NNA09282501R	Req/PR No.	Buyer AnJennette Contreras-Rodriguez
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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, J.1 (a), Attachments J-1 and J-2.

1. Item No	2. Description	3. Qty	4. Unit	5. Price
01	Base Item 0001, All work identified in the specification and drawings, is to provide a reliable power supply for NASA Advanced Supercomputing Facility N258. The work to be performed consists of providing engineering and design of one (1) Rotary Uninterruptable Power Supply (RUPS) unit operating in parallel. This includes the labor and material to install of RUPS Switchgear and 1st RUPS unit. Each of Switchgear and RUPS will be housed in outdoor enclosures, as shown in the Contract documents (drawings and specification). The RUPS unit shall in an outdoor enclosure with base tank not less than 4,000 diesel gasoline complete with all auxiliary panels and ancillary equipment abutted and connected to the RUPS switchgear enclosure, and integrated into a fully functional multi-unit parallel system capable of future expansion to four RUPS unit s. Test, Startup and Commission the system. Provide diesel fuel during the RUPS field-testing, commissioning, and a full tank (approximately 4,000 gallons) of fuel when the project is completed and accepted by the Government. 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 Nc	2. Description	3. Qty	4. Unit	5. Price
02	Option Item 0001, All work identified in the specification and drawings, include 2 nd RUPS unit with base fuel tank in an outdoor enclosure complete with all auxiliary panels and ancillary equipment abutted and connected to the RUPS switchgear enclosure, and integrated into Base Item 0001 for a fully functional multi-unit parallel system capable of future expansion to four RUPS units. Test, Startup and Commission the system. Provide diesel fuel during the RUPS field-testing, commissioning, and a full tank (approximately 4,000 gallons) of fuel when the project is completed and accepted by the Government.	1	JB	\$ _____
1. Item Nc	2. Description	3. Qty	4. Unit	5. Price
03	Option Item 0002, All work identified in the specification and drawings, include 3rd RUPS unit with base fuel tank in an outdoor enclosure complete with all auxiliary panels and ancillary equipment abutted and connected to the RUPS switchgear enclosure, and integrated into Base Item 0001 for a fully functional multi-unit parallel system capable of future expansion to four RUPS units. Test, Startup and Commission the system. Provide diesel fuel during the RUPS field-testing, commissioning, and a full tank (approximately 4,000 gallons) of fuel when the project is completed and accepted by the Government.	1	JB	\$ _____
1. Item Nc	2. Description	3. Qty	4. Unit	5. Price
04	Option Item 0003, All work identified in the specification and drawings, include 4th RUPS unit with base fuel tank in an outdoor enclosure complete with all auxiliary panels and ancillary equipment abutted and connected to the RUPS switchgear enclosure, and integrated into Base Item 0001 for a fully functional multi-unit parallel system capable of future expansion to four RUPS units. Test, Startup and Commission the system. Provide diesel fuel during the RUPS field-testing, commissioning, and a full tank (approximately 4,000 gallons) of fuel when the project is completed and accepted by the Government.	1	JB	\$ _____

(End of clause)

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

- (a) The firm fixed price of the base offer for this contract is \$TBD.
- (b) The firm fixed price of the base offer and option one will increase by \$TBD if Contract Line Item (CLIN) 0002 is exercised.
- (c) The firm fixed price of the base offer, option one and option two will increase by \$TBD if CLIN 0003 is exercised.
- (d) The firm fixed price of the base offer, option one, option two, and option three will increase by \$TBD if CLIN 0004 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:

Section J, J.1(a), Attachment J-1, Specification No.:

K80047

Section J, J.1(a), Attachment J-2, Drawing Nos. :

General: A258A-0701-G1 through G5; A258A-0702-G1 through G5

Civil: A258A-0701-C1, A258A-0701-C3, A258A-0701-C7; A258A-0702-C1, A258A-0702-C3, A258A-0702-C7

Architectural: A258A-0701-A1 through A3, A258A-0701-A6, A258A-0701-A8, A258A-0701-A10; A258A-0702-A1 through A3, A258A-0702-A6, A258A-0702-A8

Structural: A258A-0701-GS1 through S4; A258A-0702-GS1, A258A-0702-GS3, A258A-0702-GS4

Mechanical: A258A-0701-M1, A258A-0701-M3 through M6; A258A-0702-M1, A258A-0702-M3 through M6

Fire Protection: A258A-0701-F1, A258A-0701-F2; A258A-0702-F1, A258A-0702-F2

Electrical: A258A-0701-E1 through E27, A258A-0701-E29 through E32; A258A-0701-E1, A258A-0701-E4 through E10, A258A-0702-E21, A258A-0702-E22, A258A-0702-E25, A258A-0702-E27 and A258A-0702-E29 through E31

Description of Work:

The work to be performed under this contract consists of providing the labor, equipment, and materials to design, install and commission an infrastructure of one or more Rotary Uninterruptible Power Supply (RUPS) units for NASA Advanced Supercomputing Facility N258. Each RUPS unit shall complete with switchgear and auxiliary systems, housed in outdoor enclosures, as shown on the Contract Documents. All common equipment must be capable of accommodating a future complement of up to four RUPS units operating in parallel.

(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):

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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)

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)

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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 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 PERIOD OF PERFORMANCE

The performance period under this contract is set forth below.

(a) **BASE PERIOD (Base Requirement)**

The performance of the base period shall be for two (2) years from the effective date of the contract.

(b) **OPTION PERIOD 1**

If exercised, the period of performance shall be twelve (12) months from the end of the Base Period.

(c) **OPTION PERIOD 2**

If exercised, the period of performance shall be twelve (12) months from the end of the Option Period 1

(d) **OPTION PERIOD 3**

If exercised, the period of performance shall be twelve (12) months from the end of the Option Period 2.

(End of clause)

F.3 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 730 calendar days after the date the contractor receives the notice to proceed for the base period. If exercised, the period of performance for each option will be an additional 365 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

F.4 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.

Phase	Description	Liquidated Damages for Each Calendar Day of Delay
1	All work required by the Base Offer	\$700
2	All work required by Option Item 1	\$700
3	All work required by Option Item 2	\$700
4	All work required by Option Item 3	\$700

(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.5 TIME EXTENSIONS (FAR 52.211-13) (SEPT 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(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: AnJennette Contreras-Rodriguez, 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 Ames Research Center
Attn: AnJennette Contreras-Rodriguez, Mailstop 213-13
Building 213, Room 101
Moffett Field, CA 94035-1000

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

(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
 Safety Manager
 Engineer/Design Firm
 RUPS Manufacturer
 Switchgear Manufactures
 Installer of RUPS

(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. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(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 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 "NASA Advanced Supercomputing Facility N258 Electrical Supply Reliability Improvement Project Phases 1B, II and III" 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):

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
52.202-1	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
52.219-3	JAN 1999	NOTICE OF TOTAL HUBZONE SET-ASIDE
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
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPY RIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-4	DEC 2007	PATENT INDEMNITY—CONSTRUCTION CONTRACTS
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)
52.236-23	APR 1984	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR
52.236-25	JUNE 2003	REQUIREMENTS FOR REGISTRATION OF DESIGNERS
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
1852.219-76	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.

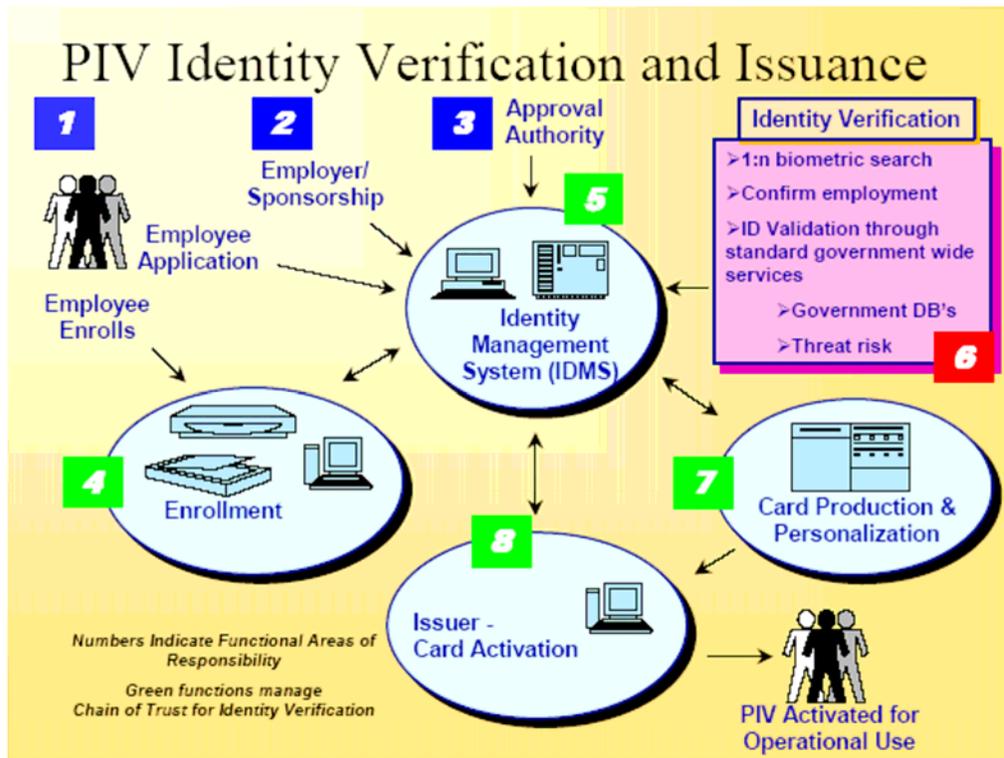


Figure A-1, FIPS 201, Appendix A

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 (NFMMS) 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 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 Federal¹ 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.

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.

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:

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 420 calendar days after award of the contract for Option Item 001, 785 calendar days after contract award for Option Item 002 and 1,150 calendar days after contract award for Option Item 0003. 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.nlr.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) *Data.* 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 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

I.14 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.15 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. K80047	1/19/09	TBD
J-2	Drawings: Project 1: Project 2:	4/28/09 2/5/09	40 61
J-3	Davis Bacon Wage Determination CA080029 with Modifications 1 through 26	Rev. 6/5/09	52
J-4	Contractor's Safety and Health Plan	TBD	TBD
J-5	Design and Construction Schedule	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-6	Past Performance Questionnaire	Undated	6
J-7	Bid Bond	Rev. 10-98	2
J-8	Request for New/Change Procurement KRED Vendor Master Record	8/22/05	1
J-9	ACH Vendor/Miscellaneous Payment Enrollment Form	Rev. 2/2003	2
J-10	Price Proposal	TBD	2
J-11	License	TBD	TBD

(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 237130.

(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 52.227-15 Representation of Limited Rights Data and Restricted Computer Software
(Dec 2007)**

(a) This solicitation sets forth the Government’s known delivery requirements for data (as defined in the clause at [52.227-14](#), Rights in Data—General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at [52.227-16](#), if included

in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at [52.227-14](#) included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor’s facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]—

[] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror’s response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

K.3 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: AnJennette Contreras-Rodriguez
 FAX: (650) 604-2147
 Email: AnJennette.C.Rodriguez@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 was scheduled for – 10:00 a.m. on June 30, 2009

Name: AnJennette Contreras-Rodriguez
 Address: Building N213, Room 101
 Ames Research Center
 Moffett Field, CA 94035-1000
 Telephone: (650) 604-2147

(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 was held as indicated below:

Date: June 30, 2009
 Time: 10:00 a.m.
 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 AnJennette Contreras-Rodriguez at AnJennette.C.Rodriguez@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 more than \$10,000,000.00.

(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 Section H 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. Overall Understanding of Project	L.19(a)(2)	
Approach to Requirement	L.19(a)(2)(A)	
Key Personnel and Subcontractors	L.19(a)(2)(A)	
Design and Construction Schedule	L.19(a)(2)(A)	
B. Safety and Health Plan	L.19(a)(2)(B)	
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 completed response to Section H, Paragraph H.3, NFS Clause 1852.235-71, “KEY PERSONNEL AND FACILITIES.” Include name and title. (Applies to Key Personnel Only)
- 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 Section J, J.1(b) Attachment J-7).
- A COMPLETED Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form (see Section J, J.1(b) Attachment J-8).
- 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 contract line items.

- 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 and Option Items.
- Bid Bond (see Section J, J.1(b) Attachment J-7)

(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 Limit¹
Cover Letter	No limit
Volume I – Mission Suitability Proposal	See below
A. Overall Understanding of Project	40
B. Safety and Health Plan	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 is 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
- 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 Offeror’s 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 SUITABILITY SUBFACTORS

Para.	Subfactor Title	Elements	Format
A	Overall Understanding of Project	Approach to Requirement	Written
		Key Personnel and Subcontractors	Written
		Design and Construction Schedule	Written
B	Safety and Health Plan		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. Overall Understanding of Project: The Offeror’s shall describe its overall management and technical approaches to completing the project. The Offeror’s proposal shall address how it will deliver a quality and cost effective product under this contract. The Offeror’s proposal shall address the following:

(1) Approach to Requirement: The Offeror shall describe their approach to the following :

(a) **Technical Acceptability:** The proposal shall demonstrate a clear understanding of the requirements set forth in Section C and the ability to meet general and specified requirements.

(1) The proposal shall contain descriptive material, which clearly demonstrates that the proposed Rotary Uninterruptible Power Supply (RUPS) and the Switchgear meet performance and system design requirements of the specifications outline in Section C.

(2) Offerors shall include an overall comprehension of pertinent design/submittals, fabrication, and delivery requirements, and should present a clear detailed approach for meeting these requirements, including but not limited to:

RUPS Units: Characteristics and rating of each RUPS ; environmental conditions; seismic zone; loading factors; input voltage; output requirements for the RUPS System in Utility Mode and from utility to diesel Mode; and Output requirements for RUPS System in Diesel Mode. Each RUPS unit shall be capable to install in an outdoor housing complete with cooling, fire protection, light and power.

Offerors shall clearly illustrate in sufficient details to demonstrate the design of four (4) RUPS units operating in parallel, plus support equipment and switchgear. Each RUPS unit shall be nominally rated at 25,00KVA/2000KW continuous, 13,800 volts, 60 hertz. The total system capacity with four (4) RUPS units shall be nominally 10,000KVA/8000 KW continuous.

Switchgear: Characteristic and rating of medium voltage switchgear. All circuit breakers shall be vacuum type and shall be included in the common switchgear located in the switchgear enclosure. The switchgear shall be so arranged that the two incoming utility feeders provide power to all four RUPS units, and that all four RUPS units provide power to two outgoing feeders. Two full capacity bypass circuit breakers shall be provided. Refer to the conceptual contract drawings for system configuration and requirements.

(3) Offerors shall provide complete details of RUPS and Switchgear fabrication methods, techniques and processes to be employed.

(4) Offerors shall clearly demonstrate an understanding of the material orders schedule including the delivery of RUPS and Switchgear that are necessary for timely completion of the contract. If you do not currently possess the required resources, your proposal should detail a plan for obtaining them outside the company.

(5) Offerors shall discuss your approach for quality assurance. Specifically, you should address your proposed approach for controlling the overall work, internal review, inspection system, training, documentation requirements scheduling, subcontractor control, and the specific management techniques to be used to minimize costs and control schedules.

(6) Offerors shall also provide details of equipment needed to perform the requirements of factory tests outlined in the Specification. You should specify facility size and layout in terms of areas devoted to manufacturer, inspection, and testing.

(2) Key Personnel and Subcontractors: 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.

- (a) 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) Safety Manager
 - (b) 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.
 - (c) 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.
 - (d) Offerors shall provide documentation pertinent to the designer's license as a California Professional Electrical Power/Control Engineer with 10-15 years engineering/designing of large rotary machine (2,000MW) and medium voltage electrical equipment rated at 15,000 volts and above. Section J, J.1(b) Attachment J-11.
 - (e) Offerors shall provide a narrative of the designer's familiarity with the latest National Electric Code, and IEEE/ANSI standards. Also, the designer shall be experienced in the design, integration, furnishing, installation, start-up, testing and commissioning of similar RUPS installations with the same or similar equipment in according to the Statement of Work.
 - (f) Offerors shall provide qualification of the Engineering/Design provider must have 3 years in design of large RUPS unit rating at or above 1,250KVA/1,000KW. Submit name, location and the responsibilities of the design firm to perform this work.
 - (g) Offerors shall provide qualification of the RUPS Manufacturer must have 3 years experience in the manufacture, assembly and delivery of RUPS units and ancillary systems for commercial and industrial use of similar capacity, voltage and frequency as specified in the Specification. Details reference for the manufacturer such as; name and location. RUPS characteristic, rating and physical size
 - (h) Offerors shall provide qualification of Switchgear Manufacturer must demonstrate that it has been engaged in the manufacturer of medium voltage vacuum-type switchgear for at least 150 units.
 - (i) Offerors shall provide Installer Qualification of RUPS, Switchgear and Enclosures shall have installed a minimum of three (3) years systems of similar complexity in the last 3 years.
 - (j) Offerors shall provide Qualification of the Enclosure Manufacturer of RUPS and Switchgear.
- (3) **Design and Construction Schedule:** Offerors shall provide design and construction schedules that demonstrates a clear understanding of the requirements. The design schedule consists of 30%, 60% 90% and 100% design review and approval process. Your construction schedule should detail

your approach for meeting your design/task/operational submittal requirements such as: shop drawings (physical dimension of each outdoor RUPS and outdoor switchgear, elementary diagrams, control and power wiring diagrams); factory and certified field test reports; and operation and maintenance manuals.

B. Safety and Health Plan:

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 those listed below.

- (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 recognize 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-4 (See Section J, J.1(a)). The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

(b) Past Performance (Volume II): The goal of this factor is to obtain information regarding the Offeror and major subcontractors' relevant past performance specifically in the areas of project management, cost, quality control and safety and security. "Major subcontractors," for purposes of this solicitation, is defined as subcontracting dollars of \$500,000 or more covering a performance period of three(3) years. "Offeror" and "major subcontractor," for purposes of this solicitation includes predecessor companies.

At a minimum, the Past Performance Proposal shall include the following:

(1) A list of not more than three relevant contracts (government and/or industry contracts), each in excess of \$1,000,000 total contract value, received in the past three (3) years, or currently on-going, involving types of related effort. These contracts shall demonstrate the Offeror's capabilities to perform this requirement and should be similar in size, content, and complexity to the contract expected to be awarded from this solicitation. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government are acceptable.

(2) For each Firm-fixed contract identified in paragraph (1) above, specify the amount of and explain the reason for change proposals, if any.

(3) For each of the contracts identified in paragraph (1) above, identify and explain any serious performance problems, any termination for default, any environmental violations, and any safety violations cited.

(4) For each of the contracts identified in paragraph (1) above, explain any completion delays.

(5) Specific information is require from the Offeror and proposed major subcontractors, past and active customers as identified in subparagraph (7)A. below.

(6) The Government reserves the right to require additional past performance information from other subcontractors that may be deemed critical by the Government, and from an organization that will substantially contribute to the proposed contract, or have th potential to significantly impact performance of the proposed contract.

Past performance information my also be obtained through the Construction Contractor Appraisal Support System (CCAS) or similar systems of other Government departments and agencies.

Offerors are notified that, in conducting as assessment of past performance, the Government reserves the right to use both data provided by the Offeror and date obtained from other sources.

(7) The major areas to be evaluated for the Past Performance factor are Project Management, Cost, Quality Control, and Safety and Security.

A. Information Provided by Offerors and Major Subcontractors. Information regarding project management, cost, quality control, and safety and security shall be supplied by the Offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (see (b)(1)). The Offeror shall provide the other information described below.

1. Project Management. The Offeror and major subcontractors should provide any project management information for each of their reference contractors to assist in the Government's evaluation on the following topics:

- 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.

2. Cost. The offeror and major subcontractors should provide any cost information for each of their reference contractors to assist in the Government's evaluation on the following topics:

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

3. Quality Control. The Offeror and major subcontractors should provide any quality control information for each of their reference contractors to assist in the Government's evaluation on the following topics:

- 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.

4. Safety and Security. The Offeror and major subcontractors should provide any safety and security information for each of their reference contractors to assist in the Government's evaluation on the following topics:

- 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.

B. **Reference Information.** The following information shall be supplied by each Offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this solicitation. This information shall concern only work performed by the Offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. Each Offeror is responsible for assuring that the customers return questionnaires directly to the Government 10 prior to the proposal due date. If the Offeror or major subcontractor does not have enough reference to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

1. Each Offeror and major subcontractor shall complete Section 1 of the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each reference identified in paragraph 2 below.
2. Each Offeror and any proposed major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of no more than three (3) relevant contracts (government and/or industry contracts), each in excess of \$1,000,000 total contract value, received in the past three (3) years, or currently on-going, involving types of related effort. All Past Performance Questionnaires shall be drawn from the (b) Past Performance Proposal (Volume II) (1) list above. The Offeror is responsible for ensuring that the respondent completes and submits the

questionnaire directly to the NASA Ames Research Center Contracting Officer no later than 10 days prior to the proposal due date.

3. Ten (10) days prior to the proposal due date, each Offeror shall provide the NASA Ames Research Center Contracting Officer a list of contracts from whom the Offeror’s team (Offeror and any proposed major subcontractor/s) have requested past performance information and send that list via email to AnJennette.C.Rodriguez@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 Item 0001, All work identified in the specification and drawings, is to provide a reliable power supply for NASA Advanced Supercomputing Facility N258. The work to be performed consists of providing engineering and design of one (1) Rotary Uninterruptable Power Supply (RUPS) unit operating in parallel. This includes the labor and material to install of RUPS Switchgear and 1st RUPS unit. Each of Switchgear and RUPS will be housed in outdoor enclosures, as shown in the Contract documents (drawings and specification). The RUPS unit shall in an outdoor enclosure with base tank not less than 4,000 diesel gasoline complete with all auxiliary panels and ancillary equipment abutted and connected to the RUPS switchgear enclosure, and integrated into a fully functional multi-unit parallel system capable of future expansion to four RUPS unit s. Test, Startup and Commission the system. Provide diesel fuel during the RUPS field-testing, commissioning, and a full tank (approximately 4,000 gallons) of fuel when the project is completed and accepted by the Government. 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. Q	4. Unit	5. Price
02	Option Item 0001, All work identified in the specification and drawings, include 2 nd RUPS unit with base fuel tank in an outdoor enclosure complete with all auxiliary panels and ancillary equipment abutted and connected to the RUPS switchgear enclosure, and integrated into Base Item 0001 for a fully functional multi-unit parallel system capable of future expansion to four RUPS units. Test, Startup and Commission the system. Provide diesel fuel during the RUPS field-testing, commissioning, and a full tank (approximately 4,000 gallons) of fuel when the project is completed and accepted by the Government.	1	JB	\$ _____
03	Option Item 0002, All work identified in the specification and drawings, include 3 rd RUPS unit with base fuel tank in an outdoor enclosure complete with all auxiliary panels and ancillary equipment abutted and connected to the RUPS switchgear enclosure, and integrated into Base Item 0001 for a fully functional multi-unit parallel system capable of future expansion to four RUPS units. Test, Startup and Commission the system. Provide diesel fuel during the RUPS field-testing, commissioning, and a full tank (approximately 4,000 gallons) of fuel when the project is completed and accepted by the Government.			
04	Option Item 0003, All work identified in the specification and drawings, include 4 th RUPS unit with base fuel tank in an outdoor enclosure complete with all auxiliary panels and ancillary equipment abutted and connected to the RUPS switchgear enclosure, and integrated into Base Item 0001 for a fully functional multi-unit parallel system capable of future expansion to four RUPS units. Test, Startup and Commission the system. Provide diesel fuel during the RUPS field-testing, commissioning, and a full tank (approximately 4,000 gallons) of fuel when the project is completed and accepted by the Government.	1	JB	\$ _____

(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 overall understanding of project and safety and health plan. 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 evaluates the merit or excellence of the offeror’s management and technical approach, and safety and health plan. 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:

(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 SUITABILITY SUBFACTORS

Para.	Subfactor Title	Elements	Format
A	Overall Understanding of Project	Approach to Requirement	Written
		Key Personnel and Subcontractors	Written
		Design and Construction Schedule	Written
B	Safety and Health Plan		Written

A. Overall Understanding of Project: This subfactor will be used to evaluate the Offeror’s overall management and technical approaches to completing the project. Under this factor, an evaluation will be made of how the Offeror will deliver a quality and cost effective product under this contract. The Offeror’s proposal shall address the following:

(1) Approach to Requirement: The Government will evaluate the Offeror’s approach to the following in order to determine reasonableness, effectiveness, and efficiency.

(a) **Technical Acceptability:** Clear understanding of the requirements set forth in Section C and the ability to meet general and specified requirements.

(1) Descriptive material, which demonstrates that the proposed Rotary Uninterruptible Power Supply (RUPS) and the Switchgear meet performance and system design requirements of the specifications outline in Section C.

(2) Comprehension of pertinent design/submittals, fabrication, and delivery requirements, and should present a clear detailed approach for meeting these requirements.

RUPS Units: Characteristics and rating of each RUPS ; environmental conditions; seismic zone; loading factors; input voltage; output requirements for the RUPS System in Utility Mode and from utility to diesel Mode; and Output requirements for RUPS System in Diesel Mode. Each RUPS unit shall be capable to install in an outdoor housing complete with cooling, fire protection, light and power.

Illustrates in sufficient details to demonstrate the design of four (4) RUPS units operating in parallel, plus support equipment and switchgear. Each RUPS unit shall be nominally rated at 25,00KVA/2000KW continuous, 13,800 volts, and 60 hertz. The total system capacity with four (4) RUPS units shall be nominally 10,000KVA/8000 KW continuous.

Switchgear: Characteristic and rating of medium voltage switchgear. All circuit breakers shall be vacuum type and shall be included in the common switchgear located in the switchgear enclosure. The switchgear shall be so arranged that the two incoming utility feeders provide power to all four RUPS units, and that all four RUPS units provide power to two outgoing feeders. Two full capacity bypass circuit breakers shall be provided. Refer to the conceptual contract drawings for system configuration and requirements.

(3) Complete details of RUPS and Switchgear fabrication methods, techniques and processes to be employed.

(4) Demonstrates an understanding of the material orders schedule including the delivery of RUPS and Switchgear that are necessary for timely completion of the contract.

(5) Approach for quality assurance. Specifically, you should address your proposed approach for controlling the overall work, internal review, inspection system, training, documentation requirements scheduling, subcontractor control, and the specific management techniques to be used to minimize costs and control schedules.

(6) Details of equipment needed to perform the requirements of factory tests outlined in the Specification. You should specify facility size and layout in terms of areas devoted to manufacturer, inspection, and testing.

(2) Key Personnel and Subcontractors: The Government will evaluate for reasonableness, effectiveness, and efficiency on 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.

- (a) Key personnel and their specific duties and roles in the management of this project will 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) Safety Manager
- (b) The amount of time allocated to a function if personnel are part-time or have more than one area of responsibility will be evaluated.
- (c) Individual resume information for the key personnel highlighting specific experience and qualifications on projects of a similar type, size, and technical complexity will be evaluated. At a minimum the following will be evaluated:
- (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.

(d) Documentation pertinent to the designer's license as a California Professional Electrical Power/Control Engineer with 10-15 years engineering/designing of large rotary machine (2,000MW) and medium voltage electrical equipment rated at 15,000 volts and above will be evaluated. Section J, J.1(b) Attachment J-11.

(e) A narrative of the designer's familiarity with the latest National Electric Code, and IEEE/ANSI standards will be evaluated. Also, the experienced of the designer will be evaluated for integration, furnishing, installation, start-up, testing and commissioning of similar RUPS installations with the same or similar equipment in according to the Statement of Work.

(f) The qualifications of the Engineering/Design provider will be evaluated for the design of large RUPS unit rating at or above 1,250KVA/1,000KW. Submit name, location and the responsibilities of the design firm to perform this work.

(g) The qualifications of the RUPS Manufacturer will be evaluated for experience in the manufacture, assembly and delivery of RUPS units and ancillary systems for commercial and industrial use of similar capacity, voltage and frequency as specified in the Specification. Details reference for the manufacturer such as; name and location. RUPS characteristic, rating and physical size

(h) The qualification of Switchgear Manufacturer will be evaluated on how well it demonstrates that it has been engaged in the manufacturer of medium voltage vacuum-type switchgear for at least 150 units.

(i) The qualifications for the Installer of RUPS, Switchgear and Enclosures will be evaluated.

(j) The qualifications of the Enclosure Manufacturer of RUPS and Switchgear will be evaluated.

(3) Design and Construction Schedule: Design and construction schedules will evaluated for how well they demonstrate a clear understanding of the requirements, including the 30%, 60% 90% and 100% design review and approval process, and offeror's approach for meeting your design/task/operational submittal requirements such as: shop drawings (physical dimension of each outdoor RUPS and outdoor switchgear, elementary diagrams, control and power wiring diagrams); factory and certified field test reports; and operation and maintenance manuals.

B. Safety and Health Plan (Subfactor):

The Government will evaluate the safety and health plan for completeness and comprehensive responsiveness to the safety and health hazards that can be expected during the course of this contract. Safety items to be covered in the evaluation 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 will include those listed below.

- (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 recognize 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-4 (See Section J, J.1(a)). The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

(b) Past Performance (Volume II):

By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. Specifically, the Government will evaluate the information on past and current performance regarding project management, cost, quality control and safety and security.

The explanations and amounts of the cost growth will be evaluated. The reasons for any terminations for default, environmental or safety violations and schedule slips will also be evaluated.

A. Information Provided by Offerors and Major Subcontractors. The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the offeror and major subcontractors will be thoroughly evaluated in the following areas: Project Management, Cost, Quality Control, and Safety and Security. The Government will also evaluate other information submitted by the offeror and major subcontractors as well as information from other sources as described in Section L.

1. Project Management. The Offeror and major subcontractors should provide any project management information for each of their reference contractors to assist in the Government's evaluation on the following topics:

- 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.

2. Cost. The Offeror and major subcontractors should provide any cost information for each of their reference contractors to assist in the Government's evaluation on the following topics:

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

3. Quality Control. The Offeror and major subcontractors should provide any quality control information for each of their reference contractors to assist in the Government's evaluation on the following topics:

- 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.

4. Safety and Security. The Offeror and major subcontractors should provide any safety and security information for each of their reference contractors to assist in the Government's evaluation on the following topics:

- 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.

Past performance will also be evaluated based on information obtained through the Construction Contractor Appraisal Support System (CCAS) or similar systems of other Government departments and agencies.

If an offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral level of assessment.

(e) **Price (Volume III):**

This factor will be evaluated for the reasonableness of each Offeror's. 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 and Technical Acceptability 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 SUITABILITY

Subfactors	Assigned Weight
Overall Understanding of Requirement Approach to Requirement Key Personnel and Subcontractors Design and Construction Schedule	800
Safety and Health Plan	200
TOTAL	1000

(End of provision)

[END OF SECTION]