SOLICITATION, OFFER, AND AWARD *(Construction, Alteration, or Repair)*	1. SOLICITATION NO. NNK10321100R	2. TYPE OF SOLICITATION [ ] SEALED BID *(IFB)* [X] NEGOTIATED *(RFP)*	3. DATE ISSUED February 12, 2010	PAGE 1 OF PAGES 74

IMPORTANT — The "offer" section on the reverse must be fully competed by offeror.

4 CONTRACT NO. TBD	5. REQUISITION/PURCHASE REQUEST NO. 4200321100	6. PROJECT NO. PCN 97766, Description: Install Scour Protection – Various Bridges

7. ISSUED BY: CODE OP-CS-A	8. ADDRESS OFFER TO:
JOHN F. KENNEDY SPACE CENTER, NASA **PROCUREMENT OFFICE CODE: OP-CS-A** **KENNEDY SPACE CENTER, FL 32899**	**JOHN F. KENNEDY SPACE CENTER, NASA** **PROCUREMENT OFFICE CODE: OP-CS-A** **Bldg M6-0399, Attn: Dave Shreve** **KENNEDY SPACE CENTER, FL 32899**

9. FOR INFORMATION CALL:	A. NAME Dave Shreve, Contracting Officer	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)* (321) 867-3456

SOLICITATION

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

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

CLIN 0001 - **TASK 1 (Base Bid)** – The contractor shall furnish all labor, equipment, materials and related activities necessary for the installation of marine mattress scour protection at the Jay Jay Railroad Bridge bascule piers. The Base Bid also consists of replacing the subaqueous cables at Jay Jay Railroad Bridge and Indian River Bridge at the Kennedy Space Center, Florida . All work shall be accomplished in accordance with the terms and conditions of the Contract (including attachments), wage determination FL080017, dated 1/22/2010, Technical Specification 79K38424, and Drawings 79K38423 and 79K38542. (Amendment 01, 2/16/10)

CLIN 0002 Additive Alternate #1 - Consists of Installing Marine Mattress Scour Protection at the Indian River Bridge Bascule Piers

CLIN 0003 Additive Alternate #2 - Consists of Installing Marine Mattress Scour Protection at the Banana River Bridge Bascule Piers

CLIN 0004 Additive Alternate #3 - Consists of Installing Marine Mattress Scour Protection at the Haulover Canal Bridge Bascule Piers

OFFEROR'S NOTE: See "FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)" for information regarding the performance periods for the Base Bid and Additive Alternates 1 through 3. (Amendment 01, 2/16/10)

11. The Contractor shall begin performance within (*) calendar days and complete it within (*) calendar days after receiving [ ]award, [X] notice to proceed. This performance period is [X] mandatory, [ ] negotiable (See * FAR 52.211-10 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS. *(If "YES," indicate within how many calendar days after award in item 12B.)*	12B. CALENDAR DAYS
YES	10 calendar days

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by **3:00 pm** local time March 16, 2010. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee [X] is required.

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

D. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*

CODE FACILITY CODE

15. TELEPHONE NO. *(Include area code)*

16. REMITTANCE ADDRESS *(Include only if different than item 14)*

17. The offeror agrees to perform the work required at the prices below in strict accordance with the terms of this solicitation, if this offer is accepted by the Governm ent in writing within _____ ca-lendar days after the date offers are due . *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A . NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or Print)*

20 B. SIGNATURE

20C. OFFER DATE

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

21. ITEMS ACCEPTED:

22. AMOUNT **(TOTAL TASK ORDER AWARD)**

$ _____

23. ACCOUNTING AND APPROPRIATION DATA

4200321100

24. SUBMIT INVOICE TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*

ITEM 27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

[ ] 10 U.S.C. 2304(c) ( ) [ ] 41 U.S.C. 253(c) ( )

26. ADMINISTERED BY CODE OP-CS-B

JOHN F. KENNEDY SPACE CENTER, NASA
PROCUREMENT OFFICE CODE: OP-CS-B
KENNEDY SPACE CENTER, FL 32899

27. PAYMENT WILL BE MADE BY

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

CONTRACTING OFFICER WILL COMPLET ITEM 28 OR 29 AS APPLICABLE

[ ] 28. NEGOTIATED AGREEMENT *Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any 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 award, (b) the solicitation, (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract..

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

30A . NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or Print)*

31A. NAME OF CONTRACTING OFFICER (*Type or Print)*

30B . SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY

31C. AWARD DATE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES OR SERVICES AND PRICES

Line Item	Description	Unit	Total
0001	Base Bid - Consists of installing marine mattress scour protection at the Jay Jay Railroad Bridge bascule piers. The Base Bid also consists of replacing the subaqueous cables at Jay Jay Railroad Bridge and Indian River Bridge.	LS	$_____
0002	Additive Alternate #1 - Consists of Installing Marine Mattress Scour Protection at the Indian River Bridge Bascule Piers	LS	$_____
0003	Additive Alternate #2 - Consists of Installing Marine Mattress Scour Protection at the Banana River Bridge Bascule Piers	LS	$_____
0004	Additive Alternate #3 - Consists of Installing Marine Mattress Scour Protection at the Haulover Canal Bridge Bascule Piers	LS	$_____

TOTAL $_____

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

The total firm fixed price of this contract is $ **TBD** (to be completed at award).

(End of clause)

B.2 INCIDENTAL DELIVERABLES

Incidental deliverables (manuals, reports, plans, and other written documentation) to be provided under this contract are identified in Section J, Attachment J-1, Incidental Deliverables. Nothing contained in Attachment J-1 shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract, which are not identified and described in Section J, Attachment J-1. The cost of data to be furnished in response to Attachment J-1 and other provisions of this contract is included in the firm-fixed price of the awarded contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C. 1 SCOPE OF WORK

The Contractor shall furnish all management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation, and equipment (except any property including utilities as may be specified in the Schedule to be Government-Furnished) and perform all work for the Task(s) named below, and as defined in the Technical Documentation listed below entitled "Contract Drawings, Maps and Specifications," and in accordance with the terms and conditions of this Contract, and within the performance schedule set forth in FAR clause 52.211-10 entitled "Commencement, Prosecution, and Completion of Work."

Line Item	Description
0001	Base Bid - Consists of installing marine mattress scour protection at the Jay Jay Railroad Bridge bascule piers. The Base Bid also consists of replacing the subaqueous cables at Jay Jay Railroad Bridge and Indian River Bridge.
0002	Additive Alternate #1 - Consists of Installing Marine Mattress Scour Protection at the Indian River Bridge Bascule Piers
0003	Additive Alternate #2 - Consists of Installing Marine Mattress Scour Protection at the Banana River Bridge Bascule Piers
0004	Additive Alternate #3 - Consists of Installing Marine Mattress Scour Protection at the Haulover Canal Bridge Bascule Piers

C. 2 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

(a) Five sets of full scale contract drawings, maps and specifications, (excluding applicable publications incorporated into the technical provisions by reference), plus one CD or DVD containing electronic, portable document format (PDF) versions, will be furnished at award to the Contractor without charge. The work shall conform to the following contract drawings, maps and specifications, attached hereto and made a part hereof.

Drawings

Number:	79K38423 and 79K38542
Title:	Install Scour Protection, Indian River, Banana River, and Haulover Canal Bridges and Install Scour Protection, Jay Jay Railroad Bridge
Date:	8/21/09
No. of Sheets:	16 and 10

Specifications

Number:	76K38424
Title:	Technical Specifications for Drawings 79K38423 and 79K38542 – Revision A
Date:	11/23/09
No. of Sheets:	113

(b) Addenda to Specifications and Drawings:

1. Reference Drawing 79K38423 titled “Install Scour Protection Indian River, Banana River, and Haulover Canal Bridges” dated 8-21-09.
    a. Sheet V2, General Note Number 16 – Remove the note in its entirety.
    b. Sheet V2, Environmental Note Number 12
        i. Remove the sentence: “The contractor shall install and provide temporary construction signs in the water in accordance with the contract specifications.”
        ii. Replace with: “The contractor shall install and provide temporary construction signs in the water in accordance with the FDOT specifications.”
    c. Sheet V2, Typical Manatee Caution Sign Detail
        i. Remove the note: “Sign per FDOT Index 17535.”
        ii. Replace with: “Sign per FDOT Index 17355, Modified FTP-45-06.”
    d. Sheet C2, Flag Note 9
        i. Add sentence to existing: “The replacement of the subaqueous cables at Indian River Bridge shall be included in the base bid.”
    e. Sheet C7, Type 2 Typical Floating Turbidity Barrier Detail
        i. Remove the sentence: “Curtain to reach bottom up to depths of 12 feet.”
        ii. Replace with: “Curtain to reach bottom.”
    f. Sheet E1, “Suggested Sequence of Work” section
        i. Rename the section: “Sequence of Work”
2. Reference Drawing 79K38542 titled “Install Scour Protection Jay Jay Railroad Bridge” dated 8-21-09.
    a. Sheet V2, General Note Number 16 – Remove the note in its entirety.
    b. Sheet V2, Environmental Note Number 12 –
        i. Remove the sentence: “The contractor shall install and provide temporary construction signs in the water in accordance with the contract specifications.”
        ii. Replace with: “The contractor shall install and provide temporary construction signs in the water in accordance with the FDOT FTP-45-06 specifications.”
    c. Sheet V2, Typical Manatee Caution Sign Detail
        i. Remove the note: “Sign per FDOT Index 17535.”
        ii. Replace with: “Sign per FDOT Index 17355, Modified FTP-45-06.”
    d. Sheet C3, Type 2 Typical Floating Turbidity Barrier Detail
        i. Remove the sentence: “Curtain to reach bottom up to depths of 12 feet.”
        ii. Replace with: “Curtain to reach bottom.”

(c) "Or Equal" Items

Throughout the Technical Specifications and on the drawings of this contract, where certain manufacturers’ trade names and model numbers are specified and followed by the term "or equal," the manufacturer's name and data as specified shall represent the minimum standard type, quality, and capacity acceptable for incorporation into the work covered by this contract. The products of other manufacturers will be considered as being acceptable, provided that such products fully meet or exceed all minimum structural or use and operational features of the particular manufacturers’ items as specified, and provided that the other manufacturers’ items is easily interchangeable and can be adequately incorporated within the allocated space in the building or structure. In all cases, the acceptability of "or equal" items shall be at the Contracting Officer's discretion, based upon approval data submitted by the Contractor in

accordance with the requirements under Shop Drawings herein.

C. 3 REQUESTS FOR INFORMATION/CLARIFICATION (RFIC)

The Contractor shall promptly report to the Contracting Officer all problems or conflicting technical information encountered during the contract performance so that the Government may provide solutions or appropriate direction. Such problems shall be reported on KSC Form No. 8-268, "Request for Information/Clarification," to be provided by the Government. A copy of each RFIC will be provided to the Contracting Officer's Technical Representative (COTR) concurrently with the transmittal to the Contracting Officer. The Contractor shall log and control each Request for Information/Clarification (RFIC), including those generated by subcontractors.

C. 4 DEVIATIONS AND WAIVERS

(a) When the Contractor proposes to perform work which does not conform to the requirements of the applicable contract drawings and specifications, the Contractor shall submit to the Contracting Officer for approval, a written request for deviation or request for waiver on the nonconforming work.

(b) All requests by the Contractor shall be submitted on KSC Form 8-69 (Contractor Request to Use Nonconforming Parts or Material) fully executed including an offer of consideration to the Government. The request must be technically supported by justification, rationale, design considerations, calculations and other data which permits ready and conclusive evaluation by the Government as to acceptability or non-acceptability.

(c) Where a requested deviation or waiver on a particular aspect of the work has a relation to, or affects, other aspects of the work, those other aspects of the work shall be clearly identified and referenced. And, if the requested deviation or waiver necessitates a deviation or waiver on other aspects, requests for all such deviations and waivers must be submitted concurrently.

(d) Any request not submitted in strict accordance with this provision will not be considered.

SECTION D - PACKAGING AND MARKING

NO CLAUSES IN SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

52.246-12 INSPECTION OF CONSTRUCTION. (APR 1996)

E.2 BASIC INSPECTION SYSTEM

Pursuant to FAR Clause 52.246-12, entitled "Inspection of Construction," the Contractor shall maintain and implement a basic inspection system as identified below:

(a) Definitions:

"Inspection" means examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.

"Testing" means that element of inspection that determines the properties or elements, including functional operation of supplies or their components, by the application of established scientific principles and procedures.

"Independent Testing Laboratory" means an independent organization, accepted by the Contracting Officer, engaged to perform specific inspections or tests of the work, either at the site or elsewhere, and report the results of these inspections or tests.

(b) The inspection system shall be documented to ensure and provide objective evidence of quality control in the form of records of inspections and test results. The system shall also ensure that nonconforming articles or materials are discovered, documented, and controlled through effective remedial and preventive actions.

The Contractor may use, at his option, in whole or in part, his existing higher level inspection system or quality assurance program provided such system is revised and identified to the requirements below.

(c) The Contractor shall provide a narrative description of an inspection system which provides for compliance with the quality requirements and technical criteria of the contract.

(1) Not later than 7 days after award of the contract, the description shall be submitted for review by the Contracting Officer as to its acceptability. The description shall address each of the Basic Inspection System Requirements identified in paragraph (d) below.

(2) This initial submittal shall address both the general inspection system that will be used during the performance of all work under the contract, along with all project-specific requirements applicable to the contract, including but not limited to those items identified under paragraphs (d)(1), (d)(2)(iv), (d)(2)(v), and (D)(2)(vi) below.

(d) Basic Inspection System Requirements: The Contractor shall describe how each of the following requirements is to be satisfied and what records will be maintained, both on-site and off-site.

(1) The Contractor shall identify the individual responsible for on-site contact and communication relative to implementation and operation of the inspection system. The name of this individual shall be provided, in writing, to the Contracting Officer's Technical Representative (COTR).

(2) Standard requirements:

(i) A purchasing control system which ensures that all purchasing documents, including those of subcontractors and suppliers, are traceable to the drawings, specifications, and approved submittal requirements.
(ii) A receiving inspection system with documented evidence of Contractor inspection traceable to the procurement documents.
(iii) A system of controls and records for handling, recording, identification and disposition of nonconforming articles and materials.
(iv) A system of identification of inspections required by each specific section of the specifications and drawings and what records will be maintained.
(v) Identification of tests to be performed, including test procedures, test records, and the independent testing organization(s) be utilized.
(vi) Additional requirements (if included in the drawings, specifications, or contract provisions):

(A) Certification or recertification of personnel and qualification of procedures.
(B) Management and accountability of Government Furnished Equipment, components, or materials.
(C) Calibration of inspection test gages, tools, measuring instruments, and independent laboratories to be utilized.

E.3 FINAL INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all work under this contract will be conducted by the Contracting Officer's Technical Representative (COTR). Upon satisfactory completion of the contract, the Contractor shall be paid the fixed-price value of the contract, less the amount of any progress payments made under FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts.

NOTE: For planning purposes, the contractor shall include a line item in the schedule of values and progress schedule for completion of punch-list items, site clean-up, demobilization and final construction (as-built) drawings. The amount of this line item shall be equal to 10% of the contract value or $300,000, whichever is less. The Government will not pay final invoices for this amount until all punch-list, site clean-up, and demobilization activities are complete; final construction drawings are delivered; and final acceptance is made on DD Form 250, Material Inspection and Receiving Report.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

52.242-14 SUSPENSION OF WORK (APR 1984)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984) - ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 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 ***(See Below) calendar days**. The time stated for completion shall include final cleanup of the premises.

CLIN 0001 Task 1 (Base Bid) – 119 Calendar Days
CLIN 0002 Additive Alternate #1 - 91 Calendar Days in addition to the Base Bid
CLIN 0003 Additive Alternate #2 - 63 Calendar Days in addition to the Base Bid
CLIN 0004 Additive Alternate #3 - 77 Calendar Days in addition to the Base Bid

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by 10 days after contract award. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.
(End of clause)

F. 2 PLACE AND PERIOD OF PERFORMANCE

This project is located at the locations designated in the Contract Line Items and the Specifications and Drawings at the Kennedy Space Center (KSC), Florida. Work may include performance in controlled access areas, mission critical facilities, and hazardous locations.

F. 3 WORK PERIOD

Contractor's work day will be limited to first shift 7:00 A.M. to 3:30 P.M., on Monday through Friday only. Any other work period will require special/ written approval from the Contracting Officer seven (7) days in advance of proposed change in work periods.

F. 4 DOWNTIME AND EXCAVATION HOLDS AND HAULING RESTRICTIONS

For the purposes of this contract, the Contractor shall allow in his bid for a maximum of 10 working days per bridge awarded during which all construction activities will be prohibited. In addition the Contractor shall allow for a maximum of 10 days during which all excavation and other subsurface activities will be prohibited but other construction activities will be allowed. The Government will provide twenty-four hours notice each time these restrictions are invoked. Excavation permits are expected to be issued at the Pre-Work Conference.

SECTION G - CONTRACT ADMINISTRATION DATA

G. 1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

NFS 1852.223-71 FREQUENCY AUTHORIZATION. DEC 1988)

NFS 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)

G.2 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (JUL 2008)

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Workplace Violence Prevention and Response (WVPR) Team Chair and Co Chair determine it is appropriate for the committee to meet, the contractor shall participate in the meeting. The contractor is also responsible for reporting disposition of the incident reported to the NASA WVPR Team.

This requirement shall flow down to the subcontractors, however the subcontractors shall report up through the prime contractor.

End of Clause

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H. 1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

NFS 1852.247-71 PROTECTION OF THE FLORIDA MANATEE (MARCH 1989)

NFS 1852.223-70 SAFETY AND HEALTH. (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)

NFS 1852.225-70 EXPORT LICENSES. (FEB 2000)

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.

NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)

(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 because for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

H.2 PROTECTION OF THE FLORIDA MANATEE

NASA shall instruct all personnel associated with the project of the potential presence of manatees in the work area, and the need to avoid collisions and/or harassment of the manatees. All contractor personnel are responsible for observing the presence of manatees

while undertaking water-related activities authorized by the project.

NASA will make the contractor aware of the civil and criminal penalties for harming, harassing, or killing manatees, which are protected under the Marine Mammal Protection Act of 1972, The Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act. The Banana and Indian Rivers within and adjacent to NASA's Kennedy Space Center (KSC) have been designated as a critical habitat of the Florida Manatee.

Turbidity booms and siltation barriers (if required) shall be made of a material in which manatees cannot become entangled, and shall be properly secured and regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.

All vessels associated with the construction project shall operate at “no wake/idle” speeds at all times while in the construction area and while in waters where the draft of the vessel provides less than four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

If manatee(s) are seen within 100 yards of the construction or vessels under power, precautions must be implemented to ensure protection of the manatee. These precautions will include but not be limited to operating a vessel or equipment no closer than 50 feet from a manatee. If a manatee comes within 50 feet of a vessel, operations must stop until that manatee has left the area of its own volition.

Any collision with and/or injury to a manatee shall be reported immediately to the NASA Environmental Management Branch at 321-867-8448. This report will then be forwarded by NASA personnel to the appropriate regulatory agencies.

Temporary signs detailing the area as manatee habitat and precautions to avoid them must be posted at the job site prior to and during all construction activities. The signs will be removed at the completion of the project. The signs shall be placed in a manner that they are visible to all boat operators. The signs shall read: “Idle Speed is required if operating a vehicle in the construction Area. All motorized vessels must be shut down if a manatee comes within 50 ft of operations”.

H.3 KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (JUL 2008)

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Workplace Violence Prevention and Response (WVPR) Team Chair and Co Chair determine it is appropriate for the contractor to participate in a WVPR Team meeting, the contractor shall comply with the WVPR Team request. The contractor is also responsible for reporting disposition of the incident reported to the NASA WVPR Team.
This requirement shall flow down to the subcontractors, however the subcontractors shall report up through the prime contractor.

NFS 1852.243-72 EQUITABLE ADJUSTMENTS. (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.4 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (AUG 2009)

The publications below, and subsequent revisions thereof, are incorporated herein by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below. Any questions regarding this clause or applicability of compliance documents should be directed to the Contracting Officer.

The following compliance documents may be found at:
http://tdglobal.ksc.nasa.gov/ReferencedDocuments/

45SWI40-201	45th Space Wing Instruction 40-201 Radiation Protection Program (In addition to KNPD 1860.1, applicable to contracts for services performed at CCAFS)
QA-UG-0001	KSC Employee Safety & Health Pocket Guide **(See Note 1)**
KNPR 8715.2	Comprehensive Emergency Management Plan
KNPD 1440.1	KSC Records Management and Vital Records Programs
KNPR 1600.1	KSC Security Procedural Requirements
KNPD 1600.3	Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property
KNPD 1800.2	KSC Hazard Communication Program - In addition, Contractor shall submit the material safety data sheets in hard copy to the MESC or successor contractor for NASA/KSC Materials Safety Data Sheet Archive.
KNPD 1810.1	KSC Occupational Medicine Program
KNPR 1820.3	KSC Hearing Loss Prevention Program
KNPR 1820.4	KSC Respiratory Protection Program
KNPR 1840.19	KSC Industrial Hygiene Programs
KNPR 1860.1	KSC Ionizing Radiation Protection Program
KNPR 1860.2	KSC Nonionizing Radiation Protection Program
KNPR 1870.1	KSC Sanitation Program
KNPR 2570.1	KSC Radio Frequency Spectrum Management Procedural Requirements During periods of special testing on Kennedy Space Center and at the Cape Canaveral Air Force Station, the Contractor may be required to cease radiating on any radio equipment that may be utilized at the time. Any construction equipment utilized by the Contractor which may be causing radio frequency interference will be required to shut down until the interference is mitigated.
KNPR 4000.1	Supply and Equipment System Manual
KNPR 6000.1	Transportation Support System
KNPR 8500.1	KSC Environmental Requirements
KNPR 8715.3	KSC Safety Practices Procedural Requirements

KNPR 8830.1	Facilities and Real Property Procedural Requirements

Note 1:
QA-UG-0001 Emergency Medical Treatment

The contractor shall immediately call for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate “refusal of treatment” form, if medical evaluation or treatment is offered and refused.

Emergency Response onsite at KSC or CCAFS
911 from a landline phone service
321-867-7911 from a cell phone

KSC 52.242-93 CONTRACTOR WORKFORCE REPORT - ONSITE CONTRACTORS AND SUBCONTRACTORS (OCT 2006)

The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit, total on-site non-union represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations Office (Code OP).

(End of clause)

SECTION I - CONTRACT CLAUSES

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

This document 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 these addresses:

http://www.ksc.nasa.gov/procurement/clause/
http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi
http://ec.msfc.nasa.gov/hq/library/v-reg.htm.

I. 2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

52.202-1 DEFINITIONS. (JUL 2004)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)

52.204-2 SECURITY REQUIREMENTS. (AUG 1996) - ALTERNATE II (APR 1984)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (MAR 2009)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS. (OCT 1997)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2004)

52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS. (OCT1997)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)

52.222-3 CONVICT LABOR. (JUN 2003)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

52.222-6 DAVIS-BACON ACT. (JUL 2005)

52.222-7 WITHHOLDING OF FUNDS. (FEB 1988)

52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)

52.222-11 SUBCONTRACTS (LABOR STANDARDS). (JUL 2005)

52.222-12 CONTRACT TERMINATION - DEBARMENT. (FEB 1988)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS. (FEB 1988)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)

52.222-15 CERTIFICATION OF ELIGIBILITY. (FEB 1988)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION. (FEB 1999)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)

52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I (JUL 1995)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003)

52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)

52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS. (DEC 2007)

52.228-2 ADDITIONAL BOND SECURITY. (OCT 1997)

52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

52.228-11 PLEDGES OF ASSETS. (SEP 2009)

52.228-14 IRREVOCABLE LETTER OF CREDIT. (DEC 1999)

52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION. (NOV 2006)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. (SEP 2002)

52.232-17 INTEREST. (OCT 2008)

52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS. (OCT 2008)

Submit Invoices To:

1 - ORIGINAL
NASA Shared Services Center (NSSC)
Financial Management Division (FMD)
Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
FAX: 866-209-5415
Email: NSSC-AccountsPayable@nasa.gov

1 – COPY
NASA John F. Kennedy Space Center
Procurement Office, Code OP-CS-B
Kennedy Space Center, FL 32899

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)

52.233-1 DISPUTES. (JUL 2002)

52.233-3 PROTEST AFTER AWARD. (AUG 1996)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

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

The Contractor shall perform on the site, and with its own organization, work equivalent to at least Fifteen Percent (15%) 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.

52.236-2 DIFFERING SITE CONDITIONS. (APR 1984)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK. (APR 1984)

52.236-5 MATERIAL AND WORKMANSHIP. (APR 1984)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR. (APR 1984)

52.236-7 PERMITS AND RESPONSIBILITIES. (NOV 1991)

52.236-8 OTHER CONTRACTS. (APR 1984)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. (APR 1984)

52.236-10 OPERATIONS AND STORAGE AREAS. (APR 1984)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION. (APR 1984)

52.236-12 CLEANING UP. (APR 1984)

52.236-13 ACCIDENT PREVENTION. (NOV 1991) - ALTERNATE I (NOV 1991)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS. (APR 1984)

52.236-17 LAYOUT OF WORK. (APR 1984)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION. (FEB 1997)

52.236-26 PRECONSTRUCTION CONFERENCE. (FEB 1995)

52.242-13 BANKRUPTCY. (JUL 1995)

52.243-4 CHANGES. (JUN 2007)

52.243-5 CHANGES AND CHANGED CONDITIONS. (APR 1984)

52.246-21 WARRANTY OF CONSTRUCTION. (MAR 1994)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (FEB 2006)

52.248-3 VALUE ENGINEERING - CONSTRUCTION. (SEP 2006)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004) - ALTERNATE I (SEP 1996)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION). (APR 1984)

52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I. 3 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE

NFS 1852.209-72 COMPOSITION OF THE CONTRACTOR. (DEC 1988)

NFS 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEP 1990)

NFS 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING. (MAY 1999)

NFS 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

NFS 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

NFS 1852.236-73 HURRICANE PLAN. (DEC 1988)

NFS 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)

NFS 1852.243-71 SHARED SAVINGS. (MAR 1997)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.225-9 BUY AMERICAN ACT - CONSTRUCTION MATERIALS. (FEB 2009)

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

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"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 a 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.

"Domestic construction material" means--

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

(2) A construction material manufactured in the United States, if--

(i) 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; or

(ii) The construction material is a COTS item.

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

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

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) 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 requirements 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)(3) 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)(3)(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)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

List *name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*

Include other applicable supporting information.

** Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).*

52.225-10 Notice of Buy American Act Requirement—Construction Material (Feb 2009)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "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" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations 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 the clause at FAR 52.225-9 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 material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(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 not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic 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 the clause at FAR 52.225-9 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 the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic 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.

52.236-4 PHYSICAL DATA (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 site investigations by benchmarks for vertical control, elevations, and dimensions from existing features. The Contractor shall be responsible for any surveys, augers, borings, core borings, test pits, probing, or other investigations necessary or incidental to performance of the work.

(b) Weather conditions: The climate of the Cape Canaveral-Kennedy Space Center, Florida area is subtropical with short, mild winters and hot, humid summers. Summer extends from the middle of May to the middle of October with the highest mean temperatures in July and August and the extreme highest temperatures in June. Area thunderstorms occurring during the summer months can be violent with cloud to ground lightning, heavy rain and strong gusty winds. The hurricane season begins in June and ends in December with the highest frequency

in August, September, and October. Winter temperatures range from the probability of an 80 degree high during each month to at least one occasion (per winter) of below freezing conditions. Mean average maximum-minimum temperatures and mean average rainfall is 78.6 degrees – 64.0 degrees and 48.53 inches for Cape Canaveral and 79.4 degrees – 65.4 degrees and 53.21 inches for Kennedy Space Center. Detailed climate data may be obtained from the Patrick Air Force Base Weather Services, 321-853-8485, Patrick Air Force Base, Florida.

(c) Transportation facilities:

(1) ROAD: The Cape Canaveral-Kennedy Space Center area is accessible via Florida State Highways 3, 401, 405, 520, and 528 and U.S. Highways 1 and A1A. Perimeter gates to Kennedy Space Center and Cape Canaveral Air Force Station are located at Highway 401 (Gate 1), South Highway 3 (Gate 2), Highway 405 (Gate 3), and North Highway 3 (Gate 4). All gates are normally operational during first shift hours. Off shift hours may vary, and additional schedule or access limitations will be in place during critical launch processing operations.

(2) RAIL: Government trackage connects with the Florida East Coast Railway Company (FEC) at Jay-Jay, Florida, approximately 3 miles north of Titusville, Florida. Shipping destination should be shown as “Titusville, Florida for Kennedy Space Center, Florida.” NASA locomotives move cars between Jay-Jay and various locations on Kennedy Space Center. Side and end ramps are available in the KSC Industrial Area.

(3) WATER (OCEAN): United States Air Force and Navy and commercial dock facilities are available at Port Canaveral, Florida.

(4) WATER (OTHER): The Kennedy Space Center Vehicle Assembly Building (VAB) Marine Terminal and Cape Canaveral Air Force Station barge facilities are accessible via the inland waterway through the Banana River.

(5) AIR (COMMERCIAL): Facilities serving the area are located at Melbourne (approximately 42 miles) and Orlando (approximately 55 miles) Florida. Pickup and delivery of air shipments is available.

Detailed information on availability and limitation of facilities, shipping and billing may be obtained from the Supply, Equipment, Transportation and Center Support Branch, Code TA-E1, John F. Kennedy Space Center, NASA, Kennedy Space Center, Florida 32899.

(d) Other: NONE.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2009)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101,

Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

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

(vii) Reserved.

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

NFS 1852.215-84 OMBUDSMAN. (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,

Mr James R. Hattaway, Jr.
Kennedy Space Center Coder AA-B
Kennedy Space Center, FL 32899
Telephone Number (321) 867-2346
Telefax Number (321) 867-8807
E-Mail: james.e.hattaway@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)

NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar

to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

> (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
>
> (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
>
> (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
>
> (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
>
> (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
>
> (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to

safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

NFS 1852.243-70 ENGINEERING CHANGE PROPOSALS. (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" Price 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" price 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)

KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (JAN 2007)

A. Identification of Employees

1. Badging

i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel (e.g. administrative, technical, Architect and Engineering, supervisory, construction crafts, etc.) who require access into KSC or Cape Canaveral Air Force Station (CCAFS). The contractor shall require each employee, and each subcontractor employee who require access to KSC or CCAFS to obtain identification badges, and special controlled area access badges, as necessary. Identification and badging of employees must be completed prior to issuance of a Notice to Proceed by the Contracting Officer, if applicable, or commencement of activities by unbadged employees.

ii. Prior to proceeding with performance, the contractor shall submit the following information to the contracting officer, who will certify it and pass the information on to the Badging office:

a. Contract number and location of work site(s);
b. Contract commencement and completion dates;
c. Status as prime or subcontractor; and,
d. Name of the Contractor designated security/badging official. (Designated badging officials must receive a badging briefing, identifying badging requirements/restrictions, prior to being authorized as badging officials.)

iii. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed at all times while on KSC or CCAFS property, unless wearing the badge creates a safety hazard. Upon termination of an employee, or completion/termination of the contract, the

contractor shall immediately deliver such employee's identification and access badge(s) to the Security Badging office, either at a Pass and Identification Station (PIDS) or in the Visitor Records Center, Room 1470, KSC Headquarters Building. NASA Identification badges remain the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.

iv. To ensure timely and efficient issuance of identification and special access badges to contractor personnel, immediately after contract award but prior to notice to proceed or work on-site, the contractor shall designate in writing to the Contracting Officer a security/badging official for the contract/contractor. Concurrently, the designated security/badging official shall submit to the Contracting Officer a KSC Form 20-162 (Request for KSC Picture Badge) for each employee requiring access to KSC or CCAFS. This is the minimum paperwork required for each employee (and subcontractor employee) for issuance of identification badges only.

2. Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24 Compliance

i. In compliance with Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24, all persons who will have access to government controlled facilities or access to a Federal information system for a period of in excess of 180 days must have a favorably completed National Agency Check with Written Inquiries (NACI). To accomplish this, the forms listed below need to be submitted to the Personnel Security Support Office, Room 1503, KSC Headquarters Building. FIPS Pub 201 requires identification verification be accomplished by the applicant (person to be badged) providing two items of identification listed in Department of Homeland Security (DHS) Form I-9.

a. KSC Form 20 - 87, NASA PRP Investigation and Qualification Data Request;
b. FD Form 258, Fingerprint Card
c. Standard Form 85, Questionaire for Non-Sensitive Positions; and,
d. Optional Form 306, Declaration for Federal Position Employment.

B. Badging Restrictions/Categories

1. White Temporary Pass (WTP). Under current KSC security restrictions, an "Unescorted" White Temporary Pass (WTP) is required for unescorted entry through the KSC perimeter gates. (Permanent picture badges are no longer required.) The Contractor's designated security/badging official is authorized to request issuance of WTPs (or consent to retain existing WTPs) for those individuals that he/she can "vouch" for, based upon verification of U.S. citizenship and demonstrated work history. The contractor security/badging official is responsible for ensuring the integrity of this system, will be held accountable for issuance of a WTP to any unauthorized individual, and is

responsible for the behavior of anyone for whom s/he authorizes a badge.

2. Pink Temporary Pass (PTP) Any individual for whom the designated security/badging official cannot "vouch" in accordance with the above criteria will be issued a "To Be Escorted" Pink Temporary Pass (PTP). All persons with PTPs, including vendors, must be signed in at the perimeter gate and escorted to and from the job site. The escort must maintain visual contact with their escortee(s) at all times and shall escort them off KSC property at the conclusion of their on-site work.

3. Green Temporary Pass (GTP). Persons who are not a United States citizen or are an employee of a foreign government, company, or other foreign entity must be so identified by being issued a green temporary pass. Each such employee must obtain individual prior approval for entry from the KSC International Visits Coordinator (IVC) in the NASA Protective Services Office (TA-G).

4. Access to Controlled Areas within KSC.

i. Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a security officer or a monitoring device. Access into such areas is classified as either "escorted" or "unescorted" access. For unescorted access into these areas, for each employee, the contractor must submit to the Contracting Officer Technical Representative (COTR), in addition to the NACI forms listed above in paragraph A.3.a-d, a NASA Form 1730, Request for Unescorted Access/Personnel Reliability Program.

ii. The NASA Protective Services Office, or its designee, the Personnel Security Support Office (PSSO), will determine whether the person is eligible for unescorted access within 14 working days after the receipt of the properly completed forms and so inform the COTR. The COTR will notify the contractor of the NASA Protective Services Office's approval/disapproval. Access to controlled areas is granted when the requisite safety training has been successfully completed.

iii. All contractor employees utilized on the job site will not require unescorted access. However, it is the contractor's responsibility to designate and submit the required information on a sufficient number to provide escort service to those not cleared for unescorted access. The contractor escort will be required to meet the work crew at the security area gate at the beginning of the Contractor's workday/shift and escort them as a group to the job site. The escort will keep the crews within site until they are escorted back to the area gate at the end of the workday. No authorized personnel will leave the immediate work area without an appropriately badged escort.

iv. The Government will provide, at no cost to the contractor, investigative services for a designated number of employees/workers escorts. If, through attrition or personnel turnover, the contractor requires additional employees to be investigated for unescorted access, the contract price shall be reduced by $100.00 per person in excess of the designated number. If, because of varying

mobilization approaches, the contractor desires unescorted access for more than the stated quantity, the contractor may request additional clearances at a reduction in contract price of $100.00 per person.

v. The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. The Government will not provide escort service under this contract. The contractor shall be responsible for all delays and costs caused by its failure to provide for unescorted access. All requests for unescorted access by subcontractors will be submitted through the prime contractor to the COTR for processing by the NASA Protective Services Office, or its designee, the PSSO.

vi. One or more on-site training classes may be required for admittance to the work area and for inclusion on the Job Site Access List for Controlled-access Areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR. The Contractor shall maintain a record of employees receiving the training.

vii. This project is to be performed in a limited access area. The designated number of employees for whom interim unescorted access investigations will be performed at no cost to the contractor is five (5).

I. 5 KSC ON-SITE FACILITIES AND SERVICES (APR 2005)

(a) UTILITIES

☒ There are no utility services available in the work area. All utilities required for performance of the contract work shall be provided by the Contractor.

(b) FACILITIES

☒ There are no Government restroom facilities available for use by the Contractor's employees at the work site. The Contractor shall provide all sanitary facilities for the needs of Contractor personnel.

I. 6 LISTING OF KENNEDY SPACE CENTER REQUIREMENTS SUPPORTING CONTRACT SECTION I

The Kennedy Space Center requirements supporting Contract Section I are listed in Section J, Attachment J-1. Attachment J-1 includes those requirements that apply to all work performed under this contract.

I. 7 PERSONAL IDENTITY VERIFICATION CARD ISSUANCE PROCEDURES

The following procedures implement the Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors (Reference FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel).

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

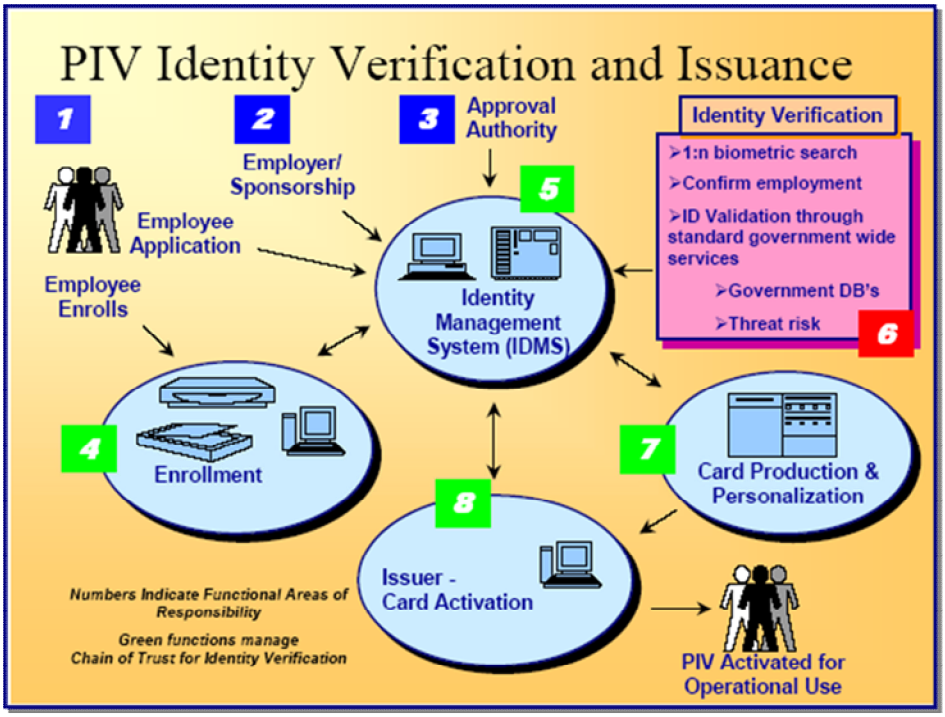

Figure A-1, FIPS 201, Appendix A

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

Step 1:
The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.
Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:
Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal 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 a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:
Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems. Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a

PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:
Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:
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.

I. 8 KSC CONSTRUCTION CONTRACTOR'S SITE SPECIFIC SAFETY AND HEALTH INFORMATION AND REQUIREMENTS REFERENCE MANUAL

The successful offeror will be required to submit a site specific safety and health plan after contract award as requested by the Contracting Officer. The contractor shall tailor its site specific safety and health plan using The KSC Construction Contractor's Site Specific Safety and Health Information and Requirements Reference Manual (Attachment J-2) as a guide. The manual is included in the solicitation for informational purposes only.

Notice to proceed with on-site contract work will not be granted until the contractor's site specific safety and health plan has been determined acceptable by the Contracting Officer.

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

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

See attachments listed in the table

Attachment	Title	PAGE
J-1	Project Specific Requirements (J-A, J-C and J-D)	28
	KSC Drawing, Reference Article C.2	
	KSC Specification, Reference Article C.2	
	General Decision Number: FL080017 Dated 01/22/2010	7
J-2	KNPR 8715.7, KSC Construction Contractor Safety and Health Practices Procedural Requirements (Amendment 02, 2/22/10) ***ATTENTION ALL OFFERORS*** **THE SUCCESSFUL OFFEROR WILL BE REQUIRED TO MEET THE REQUIREMENTS LISTED IN THE MANUAL AFTER AWARD OF THE CONTRACT. THIS IS PROVIDED FOR INFORMATIONAL PURPOSES.**	60 (Amendment 02/ 22/ 2010)
J-H	Contractor's Safety and Occupational Health Plan - (to be incorporated as approved by the Contracting Officer). NFS 1852.223-73 (November 2004)	
J-J	Contractor's Site Specific Safety Health Plan - (to be incorporated as approved by the Contracting Officer). NFS XXX	

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE
52.236-28	**PREPARATION OF PROPOSALS - CONSTRUCTION. (OCT 1997)**
52.204-8	**ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 238910.

(2) The small business size standard is $14M.

(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 (d) 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 (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[_] (i) Paragraph (d) applies.

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

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

__×_ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

_×__ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 that apply to this solicitation as indicated in paragraph (c) of this provision 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)

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 these addresses:

http://www.ksc.nasa.gov/procurement/clause/
http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi
http://ec.msfc.nasa.gov/hq/library/v-reg.htm.

L.2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED BY REFERENCE

PROVISION	TITLE
52.207-1	NOTICE OF STANDARD COMPETITION. (MAY 2006)
52.211-6	BRAND NAME OR EQUAL. (AUG 1999)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)
52.222-5	DAVIS BACON ACT-SECONDARY SITE OF THE WORK (JUL 2005)
52.222-23	Notice Of Requirement For Affirmative Action To Ensure Equal Employment Opportunity For Construction (FEB 1999)

[insert: (b) Minority participation goal: 10.7%
Female participation goal: 6.9%

(e) Kennedy Space Center and
Cape Canaveral Air Force Station,
Brevard County, Florida]

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS--REPRESENTATION. (JUL 2009)

(a) Definition. "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS. (JUN 1988)

The specifications cited in this solicitation may be obtained from:

(a) KSC specifications and standards may be obtained through a web site maintained by the KSC Technical Library. These documents may be accessed at:

http://www-lib.ksc.nasa.gov/lib/gp364.html

(b) NASA specifications are available at http://standards.nasa.gov/. This website requires Public Access registration (Logon Required).

(c) The Acquisition Streamlining and Standardization Information System (ASSIST) is a web based system for military and federal specifications and standards. Managed by the DoD Single Stock Point (DoDSSP), Philadelphia, ASSIST-Online provides public access to standardization documents over the Internet. These documents are available at http://assist.daps.dla.mil; or by submitting a request to the-

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2179
Facsimile (215) 697-1462

(d) Other Government Standards, Specifications, and other Technical Documents incorporated by reference in this solicitation may be obtained from:

John F. Kennedy Space Center, NASA
Specification & Standards Section
Mail Code: LIBRARY-D
Kennedy Space Center, FL 32899
Telephone (321) 867-3603 (Collect calls will not be accepted)

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

(e) Voluntary standards, such as industrial, manufacturing, independent laboratory, society, and institutional associations (non-Government organizations) codes, standards, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder's expense, from the organization that develops, establishes and/or publishes those documents.

52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

(a) Definitions.

"Commercially available off-the-shelf (COTS) item," "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.

52.233-2 SERVICE OF PROTEST. (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:

Contracting Officer
OP-CS, Room 2488
Headquarters Building,
Kennedy Space Center, Florida 32899

(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)

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

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

(b) An organized site visit has been scheduled for:
Wednesday 2/24/2010 at 10:00AM LOCAL TIME

All parties will meet at:
KSC Badging Office (take S.R. 405 east from U.S. Highway 1, past the KSC Visitor Complex, located on the right side of the road before KSC Gate 3)

(c) Attendance is limited to three representatives from each interested firm. To attend the site visit, each representative must fill out and return both of the following form attached to the solicitation:
KSC VISITOR RECORD CENTER VISITOR, BADGE REQUEST
KSC FORM 28-889 NS

(d) Submit the badging forms, via e-mail, to: **david.shreve@nasa.gov**

(e) Badging Request Due Date: **Thursday 2/19/2010 at 2:00PM LOCAL TIME.**

(f) Badging requests received after the due date will **NOT** be considered.
(Your badging request may be rejected for failure to fill in all the required information: names, titles, SSNs, citizenship, etc.)

(g) Participants will be responsible for:
- Providing their own transportation
- Bringing two (2) forms of identification with them
- Picking up their badges **BEFORE THE SITE VISIT** at the KSC Badging Office (take S.R. 405 east from U.S. 1, past the KSC Visitor Complex, located on the right before KSC Gate 3). KSC Badging Office hours are Monday through Friday, 6:00A.M. to 4:00P.M.
- Reporting to the site visit

(h) Visitors on KSC are allowed to possess and use photographic equipment and materials EXCEPT IN CONTROLLED AREAS. At the site visit meeting you will be notified as to the current status of the area.

(End of provision)

L.3 LISTING OF NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS INCORPORATED BY REFERENCE

PROVISION NO.	TITLE
NFS 1852.228-73	Bid Bond (OCT 1988)
NFS 1852.219-77	NASA MENTOR-PROTEGE PROGRAM. (JUN 2009)
NFS 1852.236-71	ADDITIVE OR DEDUCTIVE ITEMS. (MAR 1989)

NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

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

Proposal Section	Page Limit
Relevant Experience/Past Performance Proposal – Part I – Relevant Experience/Past Performance Summary	Limited to two (2) pages per each recent or past contract
Relevant Experience/Past Performance Proposal – Part II – Safety Past Performance	Limited to six (6) pages
Relevant Experience/Past Performance Proposal – Part IV – Optional Supplemental Past Performance Data	Limited to three (3) pages of information for each contract/project referenced in each offeror's Relevant Experience/Past Performance Summary

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final 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 will be returned to the offeror.

(End of provision)

NFS 1852.219-73 SMALL BUSINESS SUBCONTRACTING PLAN. (MAY 1999)

(a) This provision is not applicable to small business concerns.

(b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business Subcontracting Plan." The apparent low bidder must submit the complete plan within 10 calendar days after request by the Contracting Officer.

(End of provision)

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

The offeror shall, upon request by the Contracting Officer, submit a detailed safety and occupational health plan. The plan shall be submitted within the time specified by the Contracting Officer. Failure to submit an acceptable plan shall make the bidder ineligible for the award of a contract. The plan shall describe in detail the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure safe working conditions throughout the performance of the contract.

The plan shall describe in detail 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). The plan shall also address the protection of the environment, high-valued equipment, and property.

As a minimum, the Safety and Health Plan shall include the following:

1. Safety program objectives to include the Contractor's corporate safety policy statement.

2. How the Contractor intends to comply with 29 CFR 1926 Safety & Health Regulations for Construction, NPR 8715.3 (NASA Safety Manual & Appendices), KNPR 8715.3 (KSC Safety Practices Procedural Requirements), 8715.7 (KSC Construction Contractor Safety & Health Practices Procedural Requirements [Draft]) with regard to all safety issues that will be encountered on this project.

3. Log of Occupational Injuries and Illnesses: a copy of its annual summary (OSHA Form 300A) of occupational injuries and illnesses (or equivalent) as described in Title 29, Code of Federal Regulations, Subpart 1904.5. If contractor is exempt by regulation from maintaining and publishing such logs, equivalent data in contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required. Data shall be compiled and reported by calendar year and the most recent summary shall be provided at the same time as the Safety and Health Plan.

4. Documented evidence of Experience Modification Rate (EMR).

5. Days Away, Restricted or Transferred Rate (DART) (NAICS Code 238910 – Site Preparation Contractors) for the previous three (3) years. The data shall include incidence rates

of days away from work, job transfer, or restriction cases, occupational injuries and illnesses, by quartile distribution and employment size group, private industry as most recently published by the Bureau of Labor Statistics.

6. Total Case Incident Rate (TCIR) (NAICS Code 238910 – Site Preparation Contractors) for the previous three (3) years. The data shall include incidence rates of total recordable cases of occupational injuries and illnesses, by quartile distribution and employment size group, private industry as most recently published by the Bureau of Labor Statistics.

7. Hazard Analysis: The contractor shall describe the process to be used to analyze worksite hazards or Job Hazard Analysis (JHA) prior to the start of work to ensure that all hazards are abated. These analyses may address facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs.

8. Emergency Procedures: Procedures for emergency actions to be taken to secure dangerous conditions, to protect personnel, and secure work areas in the event of accident or an act of nature.

9. The Plan shall describe the contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses including protective and/or emergency countermeasures. A discussion on how the contractor will validate that training requirements have been conducted and satisfied (i.e., physical examination, testing, on-the-job performance, etc). The Plan shall state all training materials and training records will be provided for NASA review on request.

10. The plan shall similarly address subcontractor employee safety and occupational health for those subcontractors who will be performing work under the contract when one or more of the following conditions apply: (Note: Contractors may not delegate overall site safety responsibility or authority for any personnel working under the provisions of this section to any subcontractor.)

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

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

(iii) 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).

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

This plan, as approved by the Contracting Officer, will be incorporated into the contract.

NFS 1852.233-70 PROTESTS TO NASA. (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)

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

The Government estimated price range of this project is between $1,000,000 and $5,000,000.

KSC 52.214-90 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS (AUG 2005)

a. Delivery Address:
All offers (bids or proposals) shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, FL, 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required.

b. Hand-Delivered Offers:
Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building.

c. Late Delivery of Offers/Bids:
Late offers/bids will be processed in accordance with FAR 52.215-1, “Instructions to Offerors - Competitive Acquisition,” included in this solicitation.

d. Additional Information:
Proposals will not be publicly opened. Per FAR 3.104-4, proposal information shall not be disclosed to any person other than those authorized, in accordance with applicable agency regulations and procedures, by the agency head or the Contracting Officer.

L. 4 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: C. David Shreve
Email: david.shreve@nasa.gov
Address: NASA John F. Kennedy Space Center
Procurement Office Code: OP-CS-A
Kennedy Space Center, Florida 32899

(b) **Questions should be submitted on the attached Question/Comment Form**, in MS Word or equivalent (no PDF or read only) format or in the body of the e-mail message (in the same format as listed on the Question/Comment Form, Appendix 2 to Section L of this solicitation). Send to the Contracting Officer listed by **Monday 3/02/2010 at 4:00PM LOCAL TIME** to allow

for analysis and dissemination of responses in advance of the proposal due date. Questions received after this date will be considered but may not be answered. Oral questions will not be accepted.

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

L.5 GENERAL PROPOSAL PREPARATION INSTRUCTIONS

The solicitation, drawings package and specifications are available only through the Federal Business Opportunities website, (FEDBIZOPPS) (http://www.fbo.gov). No hard copies, CD's or other media will be provided by the Government. It is the responsibility of the potential offerors to download the documents listed in this solicitation.

(a) The Government intends to make award without holding discussions with offerors. By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation. Offerors are cautioned to carefully follow the instructions set forth herein.

(b) This solicitation DOES NOT invite offerors to submit alternate proposals. The Contracting Officer may reject any offer containing exceptions. Therefore, offerors are encouraged to include their best terms and conditions in the initial offer. If, despite the warning given in this paragraph, the offeror elects to include exceptions, they must be specifically and clearly identified on a separate page. In this solicitation, the words "offer" and "proposal" are used interchangeably. (See definition of "offer" at FAR 2.101.)

(c) A PROPERLY SUBMITTED OFFER SHALL CONSIST OF THE FOLLOWING:

(1) Three copies of the SF 1442, Solicitation Offer and Award, with Blocks 14 through 20c completed and signed by an authorized representative of the offeror. The person signing the offer must initial each erasure or change appending the offer.

(2) Three copies of page 1 of all amendments issued, signed by an authorized representative of the offeror. (This requirement only applies if amendment receipts are not acknowledged on the signed SF 1442 submitted).

(3) Completion of Section K representations and certifications on-line at the Online Representations and Certifications Application (ORCA) website as required by FAR Provision 52.204-8, Annual Representations and Certifications, incorporated in full text in Section K of this solicitation

(4) Two (2) copies of offeror's Relevant Experience/Past Performance Proposal (See Article L.6) consisting of:

(i) PART I - Relevant Experience/Past Performance Summary in accordance with Article L.6.

(ii) PART II - Safety Past Performance Supplement in accordance with Article L.6.

(iii) PART III – Page 1 of the Past Performance Questionnaire Copies that the offeror provided to each past performance point of contact in accordance with Article L.6. The past performance questionnaire is provided as Appendix 1 to Section L. of this solicitation.

(iv) PART IV – Optional Supplemental Past Performance Data From Prior Customers in accordance with Article L.6.

(5) Two (2) copies of your Safety and Health Plan in accordance with NASA FAR Supplement 1852.223-73.

(6) One (1) properly executed bid bond in accordance with NFS 1852.228-73.

A copy of Standard Form 24, Bid Bond, May be downloaded at:
http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF

The terms and conditions of the solicitation, including any amendments, shall take precedent over the offeror's proposal unless incorporated into the contract by specific reference.

Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration. The submittals will be evaluated for completeness and compliance with requirements of the Request for Proposal.

L. 6 RELEVANT EXPERIENCE/PAST PERFORMANCE PROPOSAL

(a) The government will evaluate the contractor's relevant experience and past performance on recent efforts similar to the Government's requirement. Your Relevant Experience/Past Performance Proposal shall consist of Parts I, II, III and IV as follows:

Part I – Relevant Experience/Past Performance Summary
Part II – Safety Past Performance Supplement
Part III – Page 1 of the Past Performance Questionnaire Copies
Part IV – Optional Supplemental Past Performance Data from Prior Customers

PART I - RELEVANT EXPERIENCE/ PAST PERFORMANCE SUMMARY

1. Offerors shall provide a Relevant Experience/ Past Performance Information Summary identifying five past or recent relevant contracts (including Federal, State, and local government and private) similar in size, content, and complexity to the instant Government acquisition, with the most relevant contracts listed first.

2. If applicable, offerors shall submit past performance information regarding predecessor companies or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. If the offeror proposes using a major subcontractor, the Relevant Experience/ Past Performance Information Summary shall also identify five past and recent contracts performed by the major subcontractor that the offeror considers most relevant to the work to be performed by the major subcontractor. The term "Major Subcontractor" is defined as any subcontractor whose effort on this acquisition is projected to be more than 35% of the contract value.

3. The Relevant Experience/Past Performance Summary is specifically limited to no more than FIVE past and recent contracts for the offeror and no more than FIVE past and recent contracts for each of its major subcontractors and predecessor companies, if any.

4. Offerors with no recent and/or relevant past performance information to submit on projects it has itself performed (as an entity), shall submit past performance data on past and recent contracts that proposed contractor key personnel have participated in, if key personnel have participated in such projects. Information on these projects is limited to five past and recent contracts and shall be provided as described below. The Relevant Experience/Past Performance Summary shall identify the

names of the individuals and their roles in the specific projects.

5. Offerors are advised that while the list of submitted contracts are at the offerors' discretion, the Government may consider and evaluate any other past performance data obtained from other sources and use the obtained information in the evaluation and rating of the offerors past performance. The Relevant Experience/Past Performance Summary shall be limited to two pages of information for each past and recent contract and include the following information for each referenced contract or project:

   (i) Name of project and contract/order number

   (ii) Type of contract/order (fixed-price or cost reimbursable)

   (iii) Dates of contract performance

   (iv) Place of contract performance

   (v) Name and address of customer or Government Agency

   (vii) Name, telephone number and e-mail address of Contracting Officer or equivalent customer contact

   (viii) Percentage and dollar value of contract work that was performed by the offeror

   (ix) Dollar value of contract/order as initially awarded

   (x) Current value of contract/order or, for completed tasks, the value at contract/order completion

   (xi) A brief discussion on why the selected contract is considered recent and relevant

   (xii) A discussion on the management approach and organizational structure employed on the project to include, but not limited to the names of key prime and subcontractor management personnel and their roles, responsibilities, and authority (key personnel are defined as project managers, quality control managers, safety managers, and site superintendents).

   (xiii) Discussions on problems encountered (if applicable) during contract performance to include, but not limited to, challenges to successfully completing the project on schedule; safety violations/discrepancies; Department of Labor violations/discrepancies; non-payment of employees, subcontractors, and/or suppliers; and terminations. Offerors shall also discuss the offeror's corrective actions taken by the offeror relative to the identified problems.

   (xiv) A discussion on the management approach for providing labor (skilled and unskilled) and non-labor (vehicles, equipment, supplies, tools, testing equipment, bonding, insurance and financial) resources.

(xv) A discussion on contract requirements concerning subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation and substitution of small disadvantaged firm notifications. (Applicable only to offerors who are large businesses)

PART II – SAFETY PAST PERFORMANCE SUPPLEMENT

An evaluation on each offerors' overall safety and health past performance will be performed. To facilitate this evaluation, offerors shall provide a standalone document titled Safety Past Performance Supplement and shall include documentation demonstrating:

1. Maintaining acceptable Days Away Restricted or Transferred (DART), Total Case Incident Rate (TCIR), and Experience Modification Rating (EMR) rates for the previous three years.

2. Maintaining a safety and health program with visible management control and involvement.

3. Maintaining a safety program ensuring subcontractors' safety performances was consistent with the prime contractor's safety program.

4. Ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated.

5. Maintaining a safety program with emergency procedures for securing dangerous conditions and protecting personnel during contract performance.

6. Ability to understand and comply with safety requirements.

7. Maintaining a safety program that ensured the customer's critical resources were adequately protected.

8. Ability to resolve safety discrepancies in a timely and effective manner

9. Ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner

PART III – PAST PERFORMANCE QUESTIONNAIRE COPIES

(1) Part III of the offerors Relevant Experience/Past Performance Proposal shall consist of copies of the first page of each past performance questionnaire that the offeror has sent to each customer contact identified in its Relevant Experience/ Past Performance Summary. NOTE: The offeror is required to complete the "THIS SECTION TO BE COMPLETED BY THE OFFEROR" area prior to sending the questionnaire to its customers.

(2) Offerors shall provide the Past Performance Questionnaire (Appendix 1 to Section L of this solicitation) to each past performance Contracting Officer

or customer contact equivalent identified in its Relevant Experience/ Past Performance Summary. Offerors shall request those customers to submit the completed questionnaires to the below address by e-mail, to arrive not later than the proposal response date and time set forth in SF 1442, Block 13.A. Questionnaires should be returned directly from the offeror's past performance source to the Contract Specialist listed below:

Name:	C. David Shreve
Email:	david.shreve@nasa.gov
Address:	NASA John F. Kennedy Space Center Procurement Office Code: OP-CS-A Kennedy Space Center, Florida 32899

Offerors are responsible for assuring completed past performance questionnaire(s) are submitted by their reference sources directly to the Contracting Officer prior to response time and date set forth on SF 1442, Block 13.A. ***Past Performance Questionnaires will not be accepted directly from offerors.***

PART IV - OPTIONAL SUPPLEMENTAL PAST PERFORMANCE DATA FROM PRIOR CUSTOMERS

Offerors may provide supplemental statements, letters, reports or evaluations from prior customers indicating the level and quality of past performance on the contracts/projects listed in the Relevant Experience/Past Performance Summary. This supplemental information shall not exceed three (3) pages of information for each contract/project reference in your Relevant Experience/Past Performance Summary.

L. 7 CONTRACTOR RESPONSIBILITY

The assessment of past performance information is separate from the FAR Subpart 9.1 responsibility determination the contracting officer will make prior to award of a contract under this solicitation.

L. 8 SMALL BUSINESS SUBCONTRACTING PLAN
(Applicable to Large Businesses Only)

(a) NASA is committed to providing small disadvantaged businesses, veteran-owned small businesses , service-disabled veteran-owned small businesses, small HUBZone businesses, and women-owned small businesses maximum practicable opportunities to participate in Agency acquisitions at the prime contract level. The participation of NASA prime contractors in providing subcontracting opportunities to such entities is also an essential part of the Agency's commitment.

(b) If the apparent successful offeror on this acquisition is a large business, the large business shall submit an acceptable subcontracting plan. If the apparent large business successful offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the offeror will be ineligible for award. The negotiation of the subcontracting plan shall not be construed as the opening of discussions.

(c) The contracting officer has established the following subcontracting goals for small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone, small disadvantaged, and women-owned small business concerns for this contracted work:

1. If 70% or more of the work is subcontracted:

   The SB goal is 6% of the contract price.
   The VOSB goal is 1.5% of the contract price.
   The SDVOSB goal is .25% of the contract price.
   The HUBZone goal is .75% of the contract price.
   The SDB goal is 3% of the contract price.
   The WOSB goal is .5% of the contract price.

2. If more than 50% and less than 70% of the work is subcontracted:

   The SB goal is 5% of the contract price.
   The VOSB goal is 1.75% of the contract price.
   The SDVOSB goal is .5% of the contract price.
   The HUBZone goal is .75% of the contract price.
   The SDB goal is 1.5% of the contract price.
   The WOSB goal is .5% of the contract price.

3. If more than 30% and less than 50% of the work is subcontracted:

   The SB goal is 4% of the contract price.
   The VOSB goal is 2% of the contract price.
   The SDVOSB goal is .75% of the contract price.
   The HUBZone goal is .75% of the contract price.
   The SDB goal is .25% of the contract price.
   The WOSB goal is .25% of the contract price.

4. If 30% or less of the value of the work is subcontracted:

   The SB goal is 3% of the contract price.
   The VOSB goal is 1% of the contract price.
   The SDVOSB goal is .25% of the contract price.
   The HUBZone goal is .25% of the contract price.
   The SDB goal is 1.25% of the contract price.
   The WOSB goal is .25% of the contract price.

(d) The above recommended subcontracting goals are provided for informational purposes only and are not legally binding. These goals are considered reasonable based on the subcontracting opportunities that exist for this contracted effort and shall be considered by large businesses in the development of the Small Business Subcontracting Plan required by FAR Clause 52.219-9. Large business offerors are encouraged to propose goals that are equivalent to or greater than those recommended. Variances between the offeror's proposed goals and the Contracting Officer's recommendation shall be explained.

L. 9 APPENDICES TO SECTION L

This Section L is supplemented with the following appendices:

APPENDIX 1 – Past Performance Questionnaire

APPENDIX 2 – Question & Comment Form

SF 24 Bid Bond (2 pages) May be downloaded at:
http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF

APPENDIX 1 – Past Performance Questionnaire

PAST PERFORMANCE QUESTIONNAIRE SOLICITATION NNK10321100R
INSTALL SCOUR PROTECTION - VARIOUS BRIDGES,
KENNEDY SPACE CENTER

NASA Kennedy Space Center's solicitation for the Install Scour Protection – Various Bridges, requires offerors to provide this Past Performance Questionnaire to recent and past customers to complete and return to NASA. Past performance raters are requested to *submit the completed questionnaires to the contracting officer identified below via e-mail, to arrive not later than by* **Wednesday 3/9/2010 at 4:00PM LOCAL TIME**. **NASA will not accept completed questionnaires from offerors.**

Completed questionnaires should be sent to:

NASA, John F. Kennedy Space Center
Attn: C. David Shreve
E-mail: david.shreve@nasa.gov

Raters are requested to complete the questionnaire forms as written since altered or substituted questionnaires may not adequately address the information NASA will be evaluating.

SECTION I. THIS SECTION TO BE COMPLETED BY THE OFFEROR

Name of Contractor Being Evaluated: _____
Name of Project and Contract/Order Number: _____
Period of Contract Performance (dates): _____
Place of Contract Performance: _____
Contract Value at Award: _____
Contract Value at Completion or Current Contract Amount: _____
Contract Status (Prime or Subcontract?): _____
Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:
_____
_____

SECTION II. THIS SECTION TO BE COMPLETED BY THE RATER

(THIS QUESTIONNAIRE, WHEN COMPLETED, SHALL NOT BE DISCLOSED TO ANYONE OUTSIDE THE GOVERNMENT**)**

Name of Contractor Being Evaluated: _____
Name of Project and Contract/Order Number: _____
Period of Contract Performance (dates): _____
Place of Contract Performance: _____

Contract Value at Award: _____
Contract Value at Completion or Current Contract Amount: _____
Contractor's Status (Prime or Subcontractor?): _____
Percentage and Dollar Value of Scour Protection Performed by the Contractor:
_____
Dates of Rater's Involvement in Program/Contract: _____
Brief Description of Work Performed: _____
Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:
_____
_____

==========

PLEASE RATE THE FOLLOWING:

On a scale of 1 to 5, with 1 being unsatisfactory and 5 being exceptional, please rate the contractor on the past performance areas included in this questionnaire. A rating of N/A should be used if the question is not applicable or the answer is unknown. Space is provided for any additional comments raters may want to provide. The definitions associated with the 1 to 5 ratings are provided below:

1. **UNSATISFACTORY:** Performance does (did) not meet most contractual requirements and recovery is not likely (did not occur). The contractual performance contains (contained) serious problem(s) for which the contractor's corrective actions appear ineffective (were ineffective).

2. **MARGINAL:** Performance does (did) not meet some contractual requirements. The contractual performance reflects (reflected) serious problem(s) for which the contractor has not yet identified acceptable corrective actions (did not provide acceptable corrective actions).

3. **SATISFACTORY:** Performance meets (met) contractual requirements. The contractual performance reflects (reflected) some minor problems. Corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
4. **VERY GOOD:** Performance meets (met) contractual requirements and exceeds (exceeded) some of the Government's expectations. The contractual performance

reflects (reflected) some minor problems and corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).

5. **EXCEPTIONAL:** Performance meets (met) contractual requirements and exceeds (exceeded) many of the Government's expectations. The contractual performance reflects (reflected) few minor problems and corrective actions taken by the contractor appear to be highly effective (corrective actions taken were effective).

N/A: Not applicable or rater has not observed performance in this area.

Administration, Safety & Performance will be rated as follows:

ADMINISTRATION

1. The contractor's ability to provide prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

1	2	3	4	5	NA

2. The contractor's compliance with Davis-Bacon Act and other labor requirements and resolution of reported violations/discrepancies.

1	2	3	4	5	NA

3. The contractor's compliance with contract subcontracting plan goals for small disadvantaged business concerns (see FAR 19.7), monetary targets for SDB participation(see FAR 19.1202), and notifications submitted under FAR 19.1202-4(b) **(Applicable only to offerors who are large businesses).**

1	2	3	4	5	NA

4. Has the contractor's performance required the issuance of any cure notices, show cause letters, or terminations for cause/default? (Please circle Yes or No)

Yes	No				

5. Would you select this contractor again? (Please circle Yes or No)

Yes	No				

Comments: _____

_____

SAFETY

6. Maintaining a safety and health program with visible management control and involvement.

1	2	3	4	5	NA

7. Maintaining a safety program ensuring subcontractors' safety performances was

consistent with the prime contractor's safety program.

1	2	3	4	5	NA

8. Maintaining a safety program ensuring subcontractors' safety performances was consistent with the prime contractor's safety program.

1	2	3	4	5	NA

9. Ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated.

1	2	3	4	5	NA

10. Ability to understand and comply with safety requirements.

1	2	3	4	5	NA

11. Maintaining a safety program that ensured the customer's critical resources were adequately protected with emergency procedures for securing dangerous conditions and protecting personnel during contract performance.

1	2	3	4	5	NA

12. Ability to resolve safety discrepancies in a timely and effective manner and the ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner

1	2	3	4	5	NA

Comments: _____

_____

PERFORMANCE

13. The effectiveness of the contractor's overall project management ability (including but not limited to project managers, quality control managers, safety managers, and superintendents); labor (skilled and unskilled workers); vehicles; equipment; supplies; tools; and financial resources to successfully perform, provide contract deliverables and complete the work in a safe and timely manner

1	2	3	4	5	NA

14. The contractor's ability to provide immediate and effective contractor management attention at the job site for resolution of contract problems

1	2	3	4	5	NA

15. The contractor's ability to perform and manage placement of large quantities of stone material underwater

1	2	3	4	5	NA

16. The contractor's ability to effectively manage dredging methods and turbidity

controls.

1	2	3	4	5	NA

17. The contractor's ability to effectively communicate and coordinate work requirements with the US Coast Guard.

1	2	3	4	5	NA

18. The effectiveness of the contractor's quality control program for land based operations.

1	2	3	4	5	NA

19. The effectiveness of the contractor's quality control program during underwater operations.

1	2	3	4	5	NA

Comments: _____

END

APPENDIX 2 – Question and Comment Form

QUESTION/COMMENT FORM

Solicitation NNK10321100R, INSTALL SCOUR PROTECTION - VARIOUS BRIDGES at the John F. Kennedy Space Center, Florida.

Questions or comments regarding this solicitation must be submitted via email to the Contracting Officer identified below.

Name: C. David Shreve
Email: david.shreve@nasa.gov

Questions or comments must be received by the date listed in L.4

Questions shall be submitted in MS Word or equivilent (no PDF or read only formats) or in the body of the e-mail message. Late questions or comments will be considered by the Government but may not be answered. Offerors are cautioned that technical activity personnel are not authorized to answer solicitation questions or comments and that any responses from them may not accurately represent the Government's official position. The responses will be issued by amendment.

PLEASE CITE THE REFERENCE NUMBER SUCH AS PAGE NUMBER OF THE IFB, SPEC, DWGS, ETC, IF APPLICABLE.

1. REFERENCE:

_____

QUESTION:

_____

_____

2. REFERENCE:

_____

QUESTION:

_____

_____

3. REFERENCE:

_____

QUESTION:

_____

_____

Submitted by (name):_____
Company: _____
E-mail Address: _____

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR CONTRACT AWARD

(a) Discussions

In accordance with the Instructions to Offerors – Competitive Acquisition provision of this solicitation (FAR 52.215-1), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a).) Therefore, the offeror's initial proposal should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Only one award will be made as a result of this solicitation. Award will be made to the offeror who is deemed to be responsible in accordance with the Federal Acquisition Regulation (FAR), whose proposal conforms to the solicitation requirements and whose proposal offers the best value.

(b) Evaluation Factors and Selection of the Successful Offeror

(1) The Contracting Officer will utilize a Price Performance Trade-Off (PPTO) technique to make a best value award decision. Evaluation and selection for contract award will be based on two factors: (i) Price and (ii) Relevant Experience and Past Performance (REPP). For purposes of selection, Price and REPP will be considered essentially equal in importance to the Government and may be traded off, one against the other, to select the proposal representing the overall best value to the Government.

(2) In assessing past performance, the Government will assess the information provided in offerors' relevant experience/past performance volumes and the completed past performance questionnaires submitted by the offerors' Contracting Officers or customer contact equivalents identified in its Relevant Experience/ Past Performance Information Summary. The Government shall consider this information, as well as information obtained from other sources (to include interviews with previous customers), when evaluating offerors' relevant experience/past performance. The recency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered. The evaluation shall take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and/or subcontractors who will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The Government will not disclose the names of persons/companies who provide performance information. If, during the course of the evaluation, the Government obtains adverse information to which the offeror has not previously had an opportunity to respond, the Government will afford the offeror an opportunity to clarify the adverse information. This assessment of past performance information is separate from the contractor responsibility determination required under FAR Subpart 9.1.

(c) The following describes the general methodology that will be used for proposal evaluation:

(1) General Review:

Offerors will be checked against the List of Parties Excluded From Federal

Procurement and Non-procurement Programs. Offerors who appear on the List will be eliminated without further consideration. Proposals will also be checked for minor informalities or irregularities. The Contracting Officer will follow guidance at FAR 15.306 for resolving minor informalities or irregularities.

(2) Price Evaluation:
The proposed prices will be evaluated for price reasonableness and realism to ascertain if the proposed prices are realistic for the work to be performed and reflect an understanding of the work requirements. The proposed prices will be evaluated by comparison against the Government estimate and prices submitted by other offerors.

(3) Relevant Experience and Past Performance (REPP) Evaluation:

(i) The Government will evaluate the contractors' relevant experience and past performance on recent efforts similar to the Government's requirements.

A. RECENCY: An assessment of the past performance information will be made to determine if it is recent. For purposes of this source selection, recent past performance is defined as contracts performed within three (3) years of the date of the issuance of this solicitation.

B. RELEVANCY: A relevancy determination of the offeror's present and past performance, including joint venture partners and/or major subcontractors will be made. In determining relevancy consideration will be given to the effort, or portion of the effort being proposed by the offeror, joint venture partner, or subcontractor being reviewed and evaluated. The Government is not bound by the offeror's opinion of relevancy. The Present/Past Performance Information provided by the offerors and data obtained from other sources will be considered in establishing the relevance of present and past efforts. The offeror's Relevant Experience will be assessed based upon the similarity of the offeror's past and/or current work to the work to be accomplished under this contract. Relevancy is defined as the offeror's past or current experience in performing and managing marine construction, barge based crane operations, and placement of materials underwater. Recent experience with construction in the inter-coastal waterway shall be considered more relevant than experience elsewhere. Recent experience with marine mattress placement shall be more relevant than all of the relevant criteria list above. As deemed necessary, the Government shall confirm past and present performance data identified by offerors in their proposals. The Government may consider as relevant efforts performed for other agencies of the federal, state or local governments and commercial customers.

(ii) The government will evaluate the offeror's past performance in:

A. The contractor's ability to provide prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

B. The contractor's compliance with Davis-Bacon Act and other labor requirements and resolution of reported violations/discrepancies.

C. The contractor's compliance with contract subcontracting plan goals for small disadvantaged business concerns (see FAR 19.7), monetary targets for SDB participation(see FAR 19.1202), and notifications submitted under FAR 19.1202-4(b) **(Applicable only to offerors who are large businesses).**

D. The effectiveness of the contractor's overall project management ability (including but not limited to project managers, quality control managers, safety managers, and superintendents); labor (skilled and unskilled workers); vehicles; equipment; supplies; tools; and financial resources to successfully perform, provide contract deliverables and complete demolition work in a safe and timely manner

E. The contractor's ability to provide immediate and effective contractor management attention at the job site for resolution of contract problems

F. The contractor's ability to perform and manage marine construction, barge based crane operations, and placement of materials underwater.

(iii) The government will evaluate the offeror's safety past performance in:

A. Maintaining acceptable Days Away Restricted or Transferred (DART), Total Case Incident Rate (TCIR), and Experience Modification Rating (EMR) rates for the previous three years.

B. Maintaining a safety and health program with visible management control and involvement.

C. Maintaining a safety program ensuring subcontractors' safety performances was consistent with the prime contractor's safety program.

D. Ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated.

E. Maintaining a safety program with emergency procedures for securing dangerous conditions and protecting personnel during contract performance.

F. Ability to understand and comply with safety requirements.

G. Maintaining a safety program that ensured the customer's critical resources were adequately protected.

H. Ability to resolve safety discrepancies in a timely and effective manner

I. Ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner

(iv) Performance Confidence Assessment Rating:

The offeror's evaluated relevant experience and past performance will be reviewed and an assessment made that reflects the Government's judgment of the probability of each offeror successfully accomplishing the proposed effort based on that offeror's demonstrated performance. Each offeror will then be assigned one of the Performance Confidence Assessment Ratings shown below. These Performance Confidence Assessment Ratings represent the Government's judgment of the probability of an offeror successfully accomplishing the proposed effort based on that offeror's demonstrated performance.

- **EXCEPTIONAL/HIGH CONFIDENCE:** Based on the offeror's demonstrated performance, essentially no doubt exists that the offeror will successfully perform the required effort
- **VERY GOOD/SIGNIFICANT CONFIDENCE:** Based on the offeror's demonstrated performance, little doubt exists that the offeror will successfully perform the required effort.
- **SATISFACTORY/CONFIDENCE** Based on the offeror's demonstrated performance, some doubt exists that the offeror will successfully perform the required effort.
- **MARGINAL/LITTLE CONFIDENCE:** Based on the offeror's demonstrated performance, substantial doubt exists 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.
- **UNSATISFACTORY/NO CONFIDENCE:** Based on the offeror's demonstrated performance, extreme doubt exists that the offeror will successfully perform the required effort.
- **NEUTRAL:** Those offerors that do not have an identifiable performance record (see FAR 15.305(a)(2)(iii) and (iv), will be assigned a NEUTRAL rating.

(v) Source Selection

The application of the PPTO technique to determine contract award and for use in the selection process for the determination of a proposal which offers the best value to the Government is as follows:

A. All offers will be ranked by evaluated price in accordance with FAR 15.404-1.

B. All offerors will receive a performance confidence assessment rating of exceptional/high confidence, very good/significant confidence, satisfactory/confidence, , marginal/little confidence, unsatisfactory/no confidence or neutral.

C. If the offeror with the lowest evaluated price has received a performance confidence assessment rating of exceptional/high confidence, that offeror's proposal shall automatically be deemed to represent the best value for this acquisition, and award shall be made to that offeror, subject to a positive responsibility determination in accordance with FAR Part 9.

D. If the offeror with the lowest evaluated price has received a performance confidence assessment rating of very good/significant confidence and there are no proposals with a performance confidence assessment rating of exceptional/high confidence, that offeror's proposal shall automatically be deemed to represent the best value for this acquisition, and award shall be made to that offeror, subject to a positive responsibility determination in accordance with FAR Part 9.

E. If the offeror with the lowest evaluated price has received a performance confidence assessment rating of very good/significant confidence and there are one or more proposals with a performance confidence assessment rating of exceptional/high confidence, or if the offeror with the lowest evaluated price has received a performance confidence assessment rating of satisfactory/confidence or lower, the Government reserves the right to award a contract to either the low offeror or to any other offeror with a better performance confidence assessment rating. In these cases, price and performance confidence will be treated as approximately equal areas and may be traded off, one against the other. The Contracting Officer shall make an assessment of the price proposed and the performance confidence rating assigned to determine the best value for the Government.

F. If the apparent successful offeror on this acquisition is a large business, the large business shall submit an acceptable subcontracting plan. If the apparent large business successful offeror fails to negotiate a subcontracting plan acceptable to the contracting officer within the time limit prescribed by the contracting officer, the offeror will be ineligible for award and the source selection process described in Section M.1 of this solicitation will be performed again with the remaining offerors.

M.2 SOURCE SELECTION DECISION

Selection for contract award will be made based on a best value trade-off between Price and Relevant Experience and Past Performance with Price being of equal importance to Relevant Experience and Past Performance. The Contracting Officer, exercising prudent business judgment, will make the source selection decision based on the proposal representing the overall best value to the Government. The selection will be made subject to an affirmative determination of contractor responsibility in accordance with FAR Subpart 9.1.