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|--|---|--|-------------------------------------|--------------------|
| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 3. SOLICITATION NO. NNS10ZDA001R | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED February 16, 2010 | PAGE 1 OF 44 PAGES |
| | IMPORTANT – The “offer” section on the reverse must be fully completed by offeror. | | | |

| | | |
|-----------------|--|------------------------------|
| 4. CONTRACT NO. | 5. REQUISITION/PURCHASE REQUEST NO. 4200XXXXXX | 6. PROJECT NO. N/A |
|-----------------|--|------------------------------|

| | | |
|--|--------------|---|
| 7. ISSUED BY Office of Procurement Attn: Carol West, DA10 John C. Stennis Space Center Stennis Space Center, MS 39529-6000 | CODE 0616 | 8. ADDRESS OFFER TO (If other than Item 7) Office of Procurement Attn: Carol West, Office Code DA10 John C. Stennis Space Center Stennis Space Center, MS 39529-6000 (If hand carried, deliver to the South Reception Center) |
|--|--------------|---|

| | | | | | |
|----------------------------|------------------------------|-------------------------------------|---------------------------|------|--|
| 9. FOR INFORMATION CALL: ➔ | A. NAME Carol West | B. TELEPHONE NO. (NO COLLECT CALLS) | | | C. EMAIL ADDRESS carol.l.west@nasa.gov |
| | | AREA CODE 228 | NUMBER 688-3529 | EXT. | |

SOLICITATION

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

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

The work to be performed under this project consists of providing the labor, equipment, and materials to install new refractory materials per drawings C-101, C-102, C-301, C-302 on the Taurus II flame trench at E1 Cell 3. The specific ablative materials are defined in notes 4, 5, and 7 of drawing C-301.

E-MAIL OR FAXED OFFERS ARE NOT AUTHORIZED

The NAICS Code for this project is **236210** and the size standard is **\$33.5 Million**.

Contractor **MUST** Enter their cage code and DUNS number in block 14, page 2 of the SF 1442

Contractors **MUST** provide representations and certifications electronically via the Business Partner Network (BPN) website: <http://orca.bpn.gov>. Contractors **MUST** update the representations and certifications as necessary, but at least annually to ensure they are kept current, accurate and complete.

The following will not become a part of the resulting contract: Sections K, L, M, or Attachments E, F, G, and K.

Offeror **MUST** be registered in the CCR and VETS100 systems before they can receive a Federal contract (See paragraphs L6 and L7).

THIS PROCUREMENT IS ISSUED UNRESTRICTED AND SUBJECT TO THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. ALL RESPONSIBLE SOURCES MAY SUBMIT AN OFFER

THIS PROCUREMENT INCLUDES REQUIREMENTS UNDER THE RECOVERY ACT, ALL RECOVERY ACT FUNDED REQUIREMENTS SHALL BE CLEARLY SEVERABLE FROM NON RECOVERY ACT FUNDED REQUIERMENTS. SEE SECTION B OF THE SCHEDULE

11. The Contractor shall begin performance within **10** calendar days and complete it within **60** calendar days after receiving award, the notice to proceed. This performance period is mandatory, negotiable.

| | |
|--|---------------------------------|
| 12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES." Indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (REFERENCE Contract Clause I.9, FAR 52.228-15) | 12B. CALENDAR DAYS 15 |
|--|---------------------------------|

13. ADDITIONAL SOLICITATION REQUIREMENTS:
- Sealed offers in original and **(3)** copies to perform the work required are due at the place specified in Item 8 by 3:00 p.m. (*hour*) 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.
 - An offer guarantee is is not required.
 - 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.
 - 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) TIN: _____ CAGE CODE: _____ DUNS#: _____ CODE: _____ FACILITY CODE _____ | 15. TELEPHONE NO. (Include area code) FAX: _____ 16. REMITTANCE ADDRESS (Include only if different than Item 14) |
|--|--|

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within _____ calendar 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. ACKNOWLEDGMENT 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 <i>(Type or print)</i> | 20B. SIGNATURE | 20C. OFFER DATE |
|--|----------------|-----------------|

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

| | |
|------------|---------------------------------------|
| 22. AMOUNT | 23. ACCOUNTING AND APPROPRIATION DATA |
|------------|---------------------------------------|

| | | |
|---|-------------------|---|
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> | ITEM 27 | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () |
| 26. ADMINISTERED BY SAME AS BLOCK 7 | CODE _____ | 27. PAYMENT WILL BE MADE BY NSSC Shared Services Center Financial Management Division (FMD)-Accounts Payable Bldg 1111, C Road Stennis Space Center MS 39529 Email: nssc-AccountsPayable@nasa.gov FAX: 866-209-5415 **Include TIN with ALL progress payment requests** |

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | |
|---|--|
| <input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>3</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. | <input type="checkbox"/> 28. 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 you offer, and (b) this contract award. No further contractual document is necessary. |
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|--|--|
| 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 |

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SCHEDULE

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the specifications and drawings of this contract:

CLIN 0001: This is an American Recovery and Reinvestment Act (ARRA) funded requirement. NASA-SSC is providing a facility in support of planned (AJ26) and future rocket engine test activities at the E1, Cell 3 test facility at Stennis Space Center. A new flame trench or flame deflector has been fabricated but requires the application of a refractory (high heat material) application to enable direct discharge of the rocket engine flame. Contractor shall provide the labor, equipment, and materials to install new refractory materials per drawings C-101, C-102, C-301, C-302 on the Taurus II flame trench at E1 Cell 3. The specific ablative materials are defined in notes 4, 5, and 7 of drawing C-301. Completion date is 60 days after Notice to Proceed.

\$ _____

B.2 Firm Fixed Price (1852.216-78) (DEC 1988)

The total firm fixed price of this contract is \$ _____

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

**C.1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(52.211-10) (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 60 days after Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

(End of Clause)

C.2 PLACE OF PERFORMANCE. The principle place of performance under this contract is at the John C. Stennis Space Center, Mississippi.

C-3 CONTRACT SUBMITTALS. In accordance with Section 01 33 00 of Specification 200GK-GC20 and within five (5) calendar days after contract award the contractor shall submit for Contracting Officer approval:

i. Material manufacturer's information, specifications and documentation and documentation on the Thermal Refractory material, including (but not limited to): product ingredients and composition, test criteria for product development, application and operation, thermal protective performance, installation procedures and requirements, and MSDS.

ii. Documentation from the material manufacturer verifying that personnel are trained in the installation of the refractory material.

iii Test samples of the material that show proper preparation , installation, performance and endurance according to the manufacturer's requirements and/or test criteria.

[END OF SECTION]

SECTION D - PACKAGING AND MARKING (NOT USED)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE</u> <u>NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------------|-------------|----------------------------|
| 52.246-12 | AUG 1996 | INSPECTION OF CONSTRUCTION |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) NFS CLAUSES

| <u>CLAUSE</u> <u>NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------------|-------------|--------------|
| NONE | INCLUDED | BY REFERENCE |

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE</u> <u>NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------------|-------------|--|
| 52.211-15 | APR 2008 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS |
| 52.242-14 | APR 1984 | SUSPENSION OF WORK |
| 52.242-17 | APR 1984 | GOVERNMENT DELAY OF WORK |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

| <u>CLAUSE</u> <u>NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------------|-------------|--------------|
| NONE | INCLUDED | BY REFERENCE |

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

a. Following award, this contract will be administered by the Office of Procurement. The address, telephone number, and fax number of the Contracting Officer are:

National Aeronautics Space Administration
Office of Procurement,
John C. Stennis Space Center
Stennis Space Center, MS 39529-6000

Phone: (228) 688-3529
Fax: (228) 688-1141
carol.l.west@nasa.gov

b. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.

c. Contractual problems, of any nature, which might occur during the performance of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation), and must be referred to the Contracting Officer for resolution. Therefore, the Contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.

d. Any request for contract changes/modifications shall be submitted to the Contracting Officer.

e. All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

G.2 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

(1) Constitutes an assignment of additional work outside the statement of work;

- (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.
(End of clause)

G.3 PROGRESS PAYMENTS

In compliance with FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, the Contractor shall submit a breakdown using the items, major parts, and components that were approved by the Contracting Officer's Technical Representative (COTR) for the approved schedule of construction (e.g. Bar Chart). The Government shall make progress payments monthly as the work proceeds, or at more frequent

intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. **The Contracting Officer MAY authorize material payments only for materials that are delivered to the site.**

G.4 Scheduling System for Planning and Progress Reporting

(a) The Contractor shall, within five (5) calendar days after the notice to proceed, prepare and submit for approval a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the various salient elements of the work (including acquiring materials, plant, and equipment). The schedule breakdown shall provide an appropriate amount of detail for all key elements or any element requested by the government, along with a dollar value assigned for each element. The schedule shall easily indicate the percentage of work scheduled for completion by any given date during the performance period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits an approved schedule.

(b) The Contractor shall provide a monthly report of their actual progress in the format approved by the contracting officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in the required format to demonstrate how progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this provision shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract including any time extension. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(d) The progress schedule and monthly report shall be prepared using standard commercially available computer software in a format approved by the government. The schedule will be reviewed with the Contracting Officers Technical Representative (COTR) and the contracting officer by the contractor at regular status meetings. Changes will be allowed to the progress schedule only if there is a change in the projects defined performance period. When changes are made to the performance period the revised schedule shall be submitted within ten (10) calendar days.

(e) The Contractor shall meet monthly with the COTR to discuss progress data submitted to determine and agree on the contractor's progress to date. When submitting the monthly report the contractor shall provide percent (%) complete, actual start (AS), actual finish (AF) and projected completion and/or remaining duration (RD) for each activity. In addition, the contractor shall provide explanations for variance from the plan.

(f) Progress payments will be made pursuant to FAR clause 52.232-5 entitled "Payments Under Fixed Price Construction Contracts". No payment will be authorized

until the monthly progress report has been submitted and no payment will be made for quantities exceeding the percentage of completion or the value assigned to each completed activity as agreed upon in the contractor's monthly progress report. Payment for an activity or group of activities will be withheld for the following reasons:

- (i) Failure to furnish the schedule as outlined above.
- (ii) Failure to submit manufacturer's information, specifications and documentation and documentation on the Thermal Refractory material in accordance with Drawing C-301.
- (iii) Failure to submit test samples of the material that show proper preparation, installation, performance and endurance according to the manufacturer's requirements and/or test criteria in accordance with Drawing C-301.
- (iv) Failure to furnish acceptable schedules for off-site procurement activities.
- (v) Failure to furnish accurate and timely reporting of preceding 4 items.
- (vi) Performance of work out of sequence as shown on the project schedule, until the project schedule is revised and the logic corrected to show the item of work as being performed in its proper interrelationship to other items or work.

(End of Provision)

G.5 Special Invoicing instructions for contracts Containing Recovery Act Funds.

In addition to the requirements set forth in any payment and invoicing clauses contained within the contract, the following special requirements apply to those contracts with work authorized under the American Recovery and Reinvestment Act (ARRA) of 2009 (herein after referred to as the Recovery Act).

- All requests for payment for work performed subject to the Recovery Act shall be submitted separately from requests for payment for any other work performed under the contract.

- All requests for payment for work on contracts, funded in whole or in part, with Recovery Act funds, shall identify the applicable Contract Line Item Number(s) (CLINs) associated with the supplies or services being invoiced.

- All invoices/vouchers shall be submitted via e-mail with no more than one invoice/voucher per e-mail submission. Invoices shall be submitted to NSSC-AccountsPayable@nasa.gov.

- The NASA Shared Services Center is the Designated Billing Office for Recovery Act invoices.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|--|
| 52.223-5 | AUG 2003 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|--|
| 1852.223-70 | APR 2002 | SAFETY AND HEALTH |
| 1852.223-75 | FEB 2002 | MAJOR BREACH OF SAFETY OR SECURITY |
| 1852.225-70 | FEB 2000 | EXPORT LICENSES Insert in Paragraph (b): <u>John C. Stennis Space Center</u> |

(End of clause)

H.2 MINIMUM INSURANCE COVERAGE (NASA 1852.228-75) (OCT 1988)

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

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

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

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

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

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

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

(End of clause)

H.3 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992)

(a) The on-site Government personnel observe the following listed days as holidays: New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, any other day designated by Federal Statute, Executive Order, or the President's proclamation.

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

H.4 MISSISSIPPI CONSTRUCTION CONTRACT TAX

Here is a brief summary of sales and use tax information for construction contractors. The Mississippi Sales Tax Law levies a three and one-half percent (3 1/2%) contractor's tax on all nonresidential construction activities wherein the total contract price or compensation received exceeds Ten Thousand Dollars (\$10,000.00).

Prior to commencement of work on such activities, the prime contractor(s) are required to apply for a Material Purchase Certificate (MPC) to identify the contract. For those nonresidential contracts exceeding Seventy Five Thousand Dollars (\$75,000.00), the contractor's tax, together with any use tax due, must be paid before work is begun unless a surety bond to guarantee payment of the taxes due is filed with the State Tax Commission. All contractors without a physical location in Mississippi are required to

prepay or bond their contracts over \$10,000. Contractors with a physical location in Mississippi are required to bond or prepay their projects that are over \$75,000.

The three and one-half percent (3 1/2%) contractor's tax is levied directly against the prime contractor and is due on all non-residential, commercial contracts as described above regardless of whether or not the owner is a governmental, exempt or non-profit entity. For example, a construction contract for the U.S. Government, the State of Mississippi, a nonprofit hospital, or a church is subject to the tax.

The three and one-half percent (3 1/2%) contractor's tax is levied upon the total contract amount or total compensation received. Additional information regarding the Mississippi Sales Tax Law is available through the Sales Tax Division in Jackson and all State Tax Commission District Offices:

Contact: Mississippi State Tax Commission
1577 Springridge Road
Raymond, MS
(601) 923-7000

H.5 DISPOSITION OF RESIDUAL MATERIAL: The removal of residual material is the responsibility of the Contractor and the practice of permitting SSC employees the opportunity to take this material home is prohibited.

[END OF SECTION]

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|----------------------|-------------|--|
| 52.202-1 | JUL 2004 | DEFINITIONS |
| 52.203-3 | APR 1984 | GRATUITIES |
| 52.203-5 | APR 1984 | COVENANT AGAINST CONTINGENT FEES |
| 52.203-6 | SEP 2006 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| 52.203-7 | JUL 1995 | ANTI-KICKBACK PROCEDURES |
| 52.203-8 | JAN 1997 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-10 | JAN 1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-12 | SEP 2007 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.203-14 | DEC 2007 | DISPLAY OF HOTLINE POSTER(S) Paragraph(b)(3) (NASA Contracting Officer, Hotline # 800-424-9183) |
| 52.203-15 | MAR 2009 | WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 |
| 52.204-4 | AUG 2000 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER |
| 52.204-7 | APR 2008 | CENTRAL CONTRACTOR REGISTRATION |
| 52.204-9 | SEP 2007 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL |
| 52.204-11 | MAR 2009 | AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS. |
| 52.209-6 | SEP 2006 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.215-2 | MAR 2009 | AUDIT AND RECORDS-NEGOTIATION, ALT 1 |
| 52.219-8 | MAY 2004 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| 52.222-1 | FEB 1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |
| 52.222-3 | JUN 2003 | CONVICT LABOR |

| | | |
|-----------|----------|---|
| 52.222-4 | JUL 2005 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION |
| 52.222-6 | JUL 2005 | DAVIS-BACON ACT |
| 52.222-7 | FEB 1988 | WITHHOLDING OF FUNDS |
| | | |
| 52.222-9 | JUL 2005 | APPRENTICES AND TRAINEES |
| 52.222-10 | FEB 1988 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS |
| 52.222-11 | JUL 2005 | SUBCONTRACTS (LABOR STANDARDS) |
| 52.222-12 | FEB 1988 | CONTRACT TERMINATION--DEBARMENT |
| 52.222-13 | FEB 1988 | COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS |
| 52.222-14 | FEB 1988 | DISPUTES CONCERNING LABOR STANDARDS |
| 52.222-15 | FEB 1988 | CERTIFICATION OF ELIGIBILITY |
| 52.222-21 | FEB 1999 | PROHIBITION OF SEGREGATED FACILITIES |
| 52.222-26 | MAR 2007 | EQUAL OPPORTUNITY |
| 52.222-27 | FEB 1999 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION |
| 52.222-35 | SEP 2006 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-37 | SEP 2006 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| | | |
| 52.222-50 | FEB 2009 | COMBATING TRAFFICKING IN PERSONS |
| 52.222-54 | JAN 2009 | EMPLOYMENT ELIGIBILITY VERIFICATION |
| 52.223-6 | MAY 2001 | DRUG-FREE WORKPLACE |
| 52.223-10 | AUG 2000 | WASTE REDUCTION PROGRAM |
| 52.223-14 | AUG 2003 | TOXIC CHEMICAL RELEASE REPORTING |
| 52.223-17 | MAY 2008 | AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS |
| 52.225-13 | JUN 2008 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES |
| 52.227-1 | DEC 2007 | AUTHORIZATION AND CONSENT |
| 52.227-2 | DEC 2007 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| 52.228-1 | SEP 1996 | BID GUARANTEE |
| 52.228-2 | OCT 1997 | ADDITIONAL BOND SECURITY |
| 52.228-5 | JAN 1997 | INSURANCE--WORK ON A GOVERNMENT INSTALLATION |
| 52.228-11 | SEP 2009 | PLEDGES OF ASSETS |
| 52.228-12 | OCT 1995 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS |

| | | |
|-----------|----------|---|
| 52.228-14 | DEC 1999 | IRREVOCABLE LETTER OF CREDIT |
| 52.229-3 | APR 2003 | FEDERAL, STATE, AND LOCAL TAXES |
| 52.232-17 | OCT 2008 | INTEREST |
| | | |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS |
| 52.232-27 | OCT 2008 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS |
| 52.232-33 | OCT 2003 | PAYMENT BY ELECTRONIC FUNDS TRANSFER --CENTRAL CONTRACTOR REGISTRATION |
| 52.233-1 | JUL 2002 | DISPUTES |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD |
| 52.233-4 | OCT 2004 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM |
| 52.236-2 | APR 1984 | DIFFERING SITE CONDITIONS |
| 52.236-3 | APR 1984 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK |
| 52.236-5 | APR 1984 | MATERIAL AND WORKMANSHIP |
| 52.236-6 | APR 1984 | SUPERINTENDENCE BY THE CONTRACTOR |
| 52.236-7 | NOV 1991 | PERMITS AND RESPONSIBILITIES |
| 52.236-8 | APR 1984 | OTHER CONTRACTS |
| 52.236-9 | APR 1984 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS |
| 52.236-10 | APR 1984 | OPERATIONS AND STORAGE AREAS |
| 52.236-11 | APR 1984 | USE AND POSSESSION PRIOR TO COMPLETION |
| 52.236-12 | APR 1984 | CLEANING UP |
| 52.236-15 | APR 1984 | SCHEDULES FOR CONSTRUCTION CONTRACTS |
| 52.236-17 | APR 1984 | LAYOUT OF WORK |
| 52.236-21 | FEB 1997 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION |
| 52.236-26 | FEB 1995 | PRECONSTRUCTION CONFERENCE |
| 52.242-13 | JUL 1995 | BANKRUPTCY |
| 52.243-4 | JUN 2007 | CHANGES |
| 52.244-6 | DEC 2009 | SUBCONTRACTS FOR COMMERCIAL ITEMS |
| 52.245-9 | JUN 2007 | USE AND CHARGES |
| 52.246-21 | MAR 1994 | WARRANTY OF CONSTRUCTION |
| 52.248-3 | SEP 2006 | VALUE ENGINEERING-- CONSTRUCTION |
| 52.249-2 | MAY 2004 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (ALTERNATE 1) |
| | | |
| 52.249-10 | APR 1984 | DEFAULT (FIXED-PRICE CONSTRUCTION) |
| 52.253-1 | JAN 1991 | COMPUTER GENERATED FORMS |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|---|
| 1852.203-70 | JUN 2001 | DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS |
| 1852.209-72 | DEC 1988 | COMPOSITION OF THE CONTRACTOR |
| 1852.219-74 | SEP 1990 | USE OF RURAL AREA SMALL BUSINESSES |
| 1852.219-76 | JUL 1997 | NASA 8 PERCENT GOAL |
| 1852.236-71 | MAR 1989 | ADDITIVE OR DEDUCTIVE ITEMS |
| 1852.236-73 | DEC 1988 | HURRICANE PLAN |
| 1852.237-70 | DEC 1988 | EMERGENCY EVACUATION PROCEDURES |
| 1852.237-73 | JUN 2005 | RELEASE OF SENSITIVE INFORMATION |
| 1852.243-71 | MAR 1997 | SHARED SAVINGS |

(End of clause)

I.5 Estimate of Percentage of Recovered Material Content for EPA Designated Items (FAR 52.223-9) (May 2008)

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

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

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

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

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

(2) **Submit this estimate to: Office of Procurement, ATTN: Contracting Officer, John C. Stennis Space Center, Stennis Space Center, MS 39529, and 1 copy to: Environmental Office, ATTN: Environmental Officer, John C. Stennis Space Center, Stennis Space Center, MS 39529.**

(End of clause)

I.6 Required Use of American Iron, Steel, and Manufactured Goods-Buy American Act-Construction Materials (FAR 52.225-21) (Mar 2009)

(a) Definitions. As used in this clause—

“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.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States.

“Foreign construction material” means a construction material other than a domestic construction material.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

- (i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and
- (ii) The Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for unmanufactured domestic construction material.

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

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

NONE.

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

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act

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

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

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(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)(4) of this clause.

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

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(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 section 1605 of the Recovery Act or 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 cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or 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:

| Construction Material Description | Unit of Measure | Quantity | Cost (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.]*

Foreign and Domestic Construction Materials Cost Comparison

(End of clause)

I.7 PATENT INDEMNITY--CONSTRUCTION CONTRACTS
(FAR 52.227-4) (DEC 2007)

Except as otherwise provided, the Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract. (End of clause)

I.8 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (FAR 52.228-15)
(NOV 2006)

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

"Original contract price" means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the:

U.S. Department of Treasury
Financial Management Service
Surety Bond Branch
3700 East West Highway, Room 6F01
Hyattsville, MD 20782
Or via the internet at:
<http://www.fms.treas.gov/c570/>.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

I.9 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.232-5) (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --

- (i) Consideration is specifically authorized by this contract; and
- (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall --

- (1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until --

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as --

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after --

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has

specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be --

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

I.10 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

FAR clauses: <http://acquisition.gov/comp/far/index.html>

NASA FAR Supplement clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.11 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

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

their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Stennis Space Center- Richard J. Gilbrech, John C. Stennis Space Center, MS 39529-6000, e-mail richard.j.gilbrech@nasa.gov, Phone 228-688-1128, or facsimile (228) 688-3240 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)

1.12 52.222-8 -- Payrolls and Basic Records. (FEB 1988 with NASA Class Deviation See PIC 09-12)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Contracting Officer.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of Clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 The following documents are attached hereto and made a part of this contract:

| <u>ATTACHMENT</u> | <u>TITLE</u> | <u>DATE</u> | <u>PAGES</u> |
|-------------------|---|-------------|--------------|
| A | E1 Cell 3 Flame Trench Refractory Installation 200GK-GC20 | May 2009 | 42 |
| B | Drawings EMI AJ430RF100 C101, AJ430RF100 C102 AJ430RF100 C301 AJ430RF100 C302 AJ430RF100 G001 | | 5 |
| C | U. S. Dept. of Labor, Davis Bacon General Wage Determinations— Heavy, No. MS080105 Mod# 4 | Dec 4, 2009 | 3 |
| D | PIV Card Issuance Procedures | | 4 |
| E | Safety and Health Program | | 1 |
| F | Past Performance Form | | 1 |
| G | Past Performance Evaluation Form | | 1 |
| H | SAMPLE Metrics for Schedule Requirements | | 1 |

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8)
(FEB 2009)

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is 236210.

(2) The small business size standard is \$33.5 Million.

(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)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|---|
| 52.211-14 | APR 2008 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE ("DO RATED ORDER") |
| 52.214-34 | APR 1991 | SUBMISSION OF OFFERS IN ENGLISH LANGUAGE |
| 52.214-35 | APR 1991 | SUBMISSION OF OFFERS IN U.S. CURRENCY |
| 52.215-1 | JAN 2004 | INSTRUCTIONS TO OFFERORS- COMPETITIVE ACQUISITION |
| 52.232-38 | MAY 1999 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER |
| 52.236-28 | OCT 1997 | PREPARATION OF PROPOSALS-- CONSTRUCTION |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|------------------|
| 1852.233-70 | OCT 2002 | PROTESTS TO NASA |

(End of provision)

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

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

(End of Provision)

L.3 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FAR 52.222-23) (FEB 1999)

- (a) The offeror’s attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

| Goals for Minority Participation for Each Trade | Goals for Female Participation for Each Trade |
|--|--|
| 19.2% | 6.9% |

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

- (c) The Contractor’s compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled “Affirmative Action Compliance Requirements for Construction,” and
- (3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor’s goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Hancock County, Mississippi.

(End of Provision)

L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

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

FAR Provisions: <http://acquisition.gov/comp/far/index.html>

NASA FAR Supplement provisions:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.5 MAGNITUDE OF REQUIREMENT (NASA 1852.236-74) (DEC 1988)

The Government estimated price range of this project is between \$250,000 and \$500,000.

L.6 Offerors **must be** registered in the Central Contractor Registration database. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

L.7 VETS-100 REPORTING REQUIREMENT: Any contractor who receives a contract from the Federal Government in the amount of \$25,000 or more, or any subcontractor who receives a contract(s) from such a covered contractor in the amount of \$25,000 or more, **must file** a VETS-100 Report on an annual basis. If your company is part of the VETS-100 database, you will receive a report form and instructions for filing the form in July. If you do not receive the form or have misplaced it, or are a new Federal contractor, please email the Dept of Labor at "mailto:helpdesk@vets100.com" or call (703) 461-2460. When requesting forms, please provide the parent company name, address, contact person, telephone number and e-mail address (if available).

Failure to submit a VETS-100 Report can lead to two types of sanctions for noncompliant Federal contractors or subcontractors. First, information on noncompliance that comes to the attention of the Department of Labor will be provided to the Office of Federal Contract Compliance Programs (OFCCP). OFCCP is the Federal agency within the Department of Labor that is responsible for compliance and enforcement of requirements mandated for Federal contractors including the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA). OFCCP generally attempts to negotiate a mutually acceptable remedy with the contractor in order to resolve this major violation. The second, recently enacted Federal legislation forbids Federal Contracting Officers to award or modify Federal contracts unless the current VETS-100 Reports have been submitted. The Secretary of Labor makes a database available to Federal Contracting Officers listing the VETS-100 Reports received from Federal contractors and subcontractors.

L.8 Any questions concerning this solicitation MUST be submitted in writing (fax or email) to the point of contact on the front page of the SF 1442, block 9.

L.9 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Carol West
 NASA John C. Stennis Space Center
 Mail Code DA10
 Stennis Space Center, MS 39529-6000

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

(End of provision)

L.10 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995)
 (ALTERNATE I) (FEB 1995)

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

(b) An organized site visit has been scheduled for: **February 23, 2010 at 9:00 a.m.** **Offerors must email list of participants at least 24 hours prior to the scheduled site visit to carol.l.west@nasa.gov.**

(c) Participants will meet at: **the Gainesville Conference Room, Building 1100 at Stennis Space Center, MS.**

(d) All interested offerors are urged and expected to inspect the site where construction services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(e) The site will not be open for inspection at any other time unless authorized by amendment to this solicitation. All offerors are required to have a valid state driver's license in order to sign-in at the NASA John C. Stennis Space Center Main Gate.

All offerors are required to bring the following safety equipment with them in order to view the construction site:

- Hard Hat
- Steel Toed Shoes
- Safety Glasses
- Hearing Protection

Due to "National Security", company representation shall be limited to a maximum of two people. Also, a valid driver license with picture identification will be required before access to the Center will be allowed.

(End of provision)

L.11 SAFETY AND HEALTH PLAN (NASA 1852.223-73) (NOV 2004)

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

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

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

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

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

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees

working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

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

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

(End of provision)

L.12 SAFETY AND HEALTH PROGRAM

Accompanying your safety and health plan under separate cover, the contractor **MUST** submit (2) copies of Attachment E. Attachment E shall contain the prime contractor's OSHA Total Recordable Incident Rate (TRIR), independently documented evidence of your firm's OSHA DART rate, and your designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's Compensation Insurance. These rates will be considered as separate indicators of the effectiveness of your overall safety and health program. **Please do not include this information in the submitted general safety and health plan:**

1. Independently documented evidence (OSHA 300 & 300A log is evidence) of your firm's designated OSHA Total Recordable Incident Rate (TRIR) with NAICS code. **You must provide your current Recordable Incident Rate (RIR) and the previous three year's (TRIRs).** The following web site is available to help you compute this rate: <http://www.bls.gov/iif/osheval.htm>. These rates will be compared to the most recent industry averages of like NAICS codes found on the same web page.

2. Independently documented evidence (OSHA 300 & 300A log is evidence) of your firm's OSHA DART rate (Days away from work, days of restricted work activity or job transfer) with NAICS code. **You must provide your current DART rate and the previous three year's DART rates.** The following web site is available to help you compute this rate: <http://www.bls.gov/iif/osheval.htm>. These rates will be compared to the most recent industry averages of like NAICS codes found on the same web page.

3. Independently documented evidence (letter from your insurance carrier) of your firm's designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's Compensation Insurance. **You must provide your current EMR rating and the previous three year's EMR ratings.** This rate will be compared to the industry average rate of 1.0.

4. Information on all OSHA citations issued to the firm over the past three years. Additionally provide information on how each citation was resolved or mitigated.

5. Information on all previous OSHA reportable mishaps (OSHA Forms 300 & 300A) that have occurred in the past three years to include items a through c below: The following website shall be used to verify OSHA data: www.osha.gov/cgi-bin/est/est1

- (a) Address any fatalities that have occurred; identify whether the investigation has been completed and the results;
- (b) The cause of the safety and health mishap;
- (c) Describe the corrective action taken and when it was implemented. If the corrective action has not yet been implemented, provide the planned implementation date.

6. Please provide your establishment's employee size.

L.13 BID BOND (NASA 1852.228-73) (OCT 1988)

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

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

L.14 **REQUIRED INFORMATION TO BE PROVIDED BY OFFEROR:** It is required that offerors submit the original and (3) original signed copies of the SF1442, completed section B and comply with the requirement to electronically provide representation and certifications via the BPN website at <http://orca.bpn.gov> prior to submitting your offer. Offerors shall include the offeror's facsimile number and E-mail address. **In addition, the following information must also be submitted with your offer:**

- a. A bid bond **clearly identifying the solicitation** in the amount of twenty percent (20%) of the bid price, or \$3 Million, whichever is lower (1 copy). SEE NASA FAR SUP 1852.228-73, entitled Bid Bond
- b. Acknowledgment of **all** amendments.
- c. Two (2) Copies of a detailed safety plan in accordance with specifications and NASA FAR SUP 1852.223-73.
- d. Two (2) Copies of the completed Attachment E (Safety and Health Program).
- e. The original and two complete copies of the completed Attachment F. On those value characteristics the Offeror chooses to provide, adequate information should be submitted to permit proper evaluation. Attachment F - Past Performance Form (3 Copies): The Offeror shall provide information on relevant past contracts, preferably with the Government, listing contract number, contract value, agency name and point of contact (including address, telephone and fax numbers, and e-mail address,

if available), what the contract was for, and status of the contract (current, terminated (if so, why), successfully completed). Offeror shall provide past performance documentation of their major subcontractors they intend on using for this project. Include written consent of your proposed subcontractors so we can discuss their past performance record. Offerors with no previous Government contracts shall so state.

L.15 Any questions concerning this solicitation MUST be submitted in writing (fax or email) to the point of contact on the front page of the SF 1442, block 9 no later than March 4, 2010.

L.16 NOTICE OF REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS - BUY AMERICAN ACT – CONSTRUCTION MATERIALS (52.225-22) (Mar 2009)

(a) Definitions. “Construction material,” “domestic construction material,” “foreign construction material,” “manufactured construction material,” “steel,” and “unmanufactured construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Required Use of Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-21).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) or 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 52.225-21 in the request. If an offeror has not requested a determination regarding the inapplicability of 1605 of the Recovery Act or 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) If the Government determines that an exception based on unreasonable cost of domestic construction material applies, the Government will evaluate an offer requesting exception to the requirements of section 1605 of the Recovery Act or the Buy American Act by adding to the offered price of the contract—

- (i) 25 percent of the offered price of the contract, if foreign iron, steel, or other manufactured goods are used as construction material based on unreasonable cost of comparable manufactured domestic construction material; and
- (ii) 6 percent of the cost of foreign unmanufactured construction material included in the offer based on unreasonable cost of comparable domestic unmanufactured construction material.

(2) If two or more offers are equal in price, the Contracting Officer will give preference to an offer that does not include foreign construction material excepted at the request of the offeror on the basis of 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 52.225-21, 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 cost comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-21 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 52.225-21 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.

(End of provision)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M1. This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to select an offer based on the best combination of price and qualitative merit (including past performance and relevant experience) of the offers submitted and reduce the administrative burden on the Offerors and the Government. BVS predefines the value characteristics that will serve as the discriminators among offers and is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price (fixed-price contracts). However, the Government will consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose offer has lower qualitative merit if the price differential between it and other offers warrant doing so.

EVALUATION CRITERIA

- a. The award will be made to the responsible offeror whose proposal is responsive, and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of past performance, relevant experience, and price. Therefore, subjective judgment by the government is implicit in the evaluation process. **Past performance and Relevant Experience, when combined, are significantly more important than Price.** However, if an offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made to the other than low priced offer and may be made without conducting discussions.
- b. Once all responses have been gathered, offerors will be quantitatively evaluated by team members using the value characteristics listed below for past performance and relevant experience. These value characteristics are performance based and permit selection of the offer which provides better results for a reasonable marginal increase in price. All offers will be judged against these value characteristics.

EVALUATION PROCESS

The Government will evaluate offers in two general steps:

Step One -- An initial evaluation will be performed to determine if all required information (See Section L) has been provided and the Offeror has made a reasonable attempt to present an acceptable offer. Offerors may be contacted only for clarification purposes during the initial evaluation. Offerors determined not to be acceptable shall be notified of their rejection and the reasons therefore and excluded from further consideration. Otherwise responsive proposals containing a significant variance in price from the governments estimate may be immediately removed from further consideration

if there is no expectation that an award can be made at a fair and reasonable price, as it would be detrimental to the public interest to pay more than a fair market price.

Step Two -- All acceptable offers will be evaluated against the specifications/statement of work identified in this solicitation and the value characteristics identified below. Based on this evaluation, the Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: **(1)** Make selection and award without discussions; or **(2)** after discussions with all finalists, afford each Offeror an opportunity to revise its offer, and then make selection. You are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on your overall evaluation.

Other references, aside from those provided by the Offeror, may be contacted and their comments considered during the source selection process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the Offeror.

Listed below are the value characteristics that we will utilize in the evaluation of each offer. Each value characteristic is further defined to explain the rating that each offeror will receive.

- a) Past performance
- b) Relevant experience
- c) Price

a) PAST PERFORMANCE CRITERIA

An offeror's past performance on similar projects will be evaluated to determine the quality of work previously provided and to assess the relative capability of the offeror to effectively accomplish the requirements of this contract. Past performance information will be used to assess the extent to which contract objectives (including technical, management, safety/quality control, and cost) have been achieved on related projects. The evaluation of past performance will also assess the overall safety program of the offeror during the performance of previous contracts utilizing the evaluation of the offerors safety plan (as outlined in the RFP and specifications), EMR, TRIR and DART rates submitted by the offeror.

For newly formed businesses having little or no company experience, the past performance of a predecessor firm, the company's principal owner(s) or corporate officer(s) may be considered. The lack of a performance record may result in a neutral performance risk assessment which will neither be used to the advantage or disadvantage of the Offeror. The evaluation will be based on information obtained from references provided by the Offeror of relevant past contracts performed in the past three years (Attachment F), as well as other past performance information obtained from other sources known by the Government (i.e., SF 1420, Performance Evaluation - Construction Contracts) or any other source that may have useful and relevant information.

The Past Performance Form (Attachment F) and the Evaluation Form (Attachment G) shall be used to collect and record information concerning your firm's past performance and any subcontractor and/or teaming partner. Using Attachment F, submit the names of customers, preferably the Government, where you have performed as a prime contractor and/or a subcontractor within the past three years. Offerors shall include in their proposal, the written consent of its proposed significant subcontractors to allow the Government to discuss the subcontractor's past performance evaluation with the Offeror during the discussion phase of this procurement.

The evaluation team will assign one of the following adjective ratings for each past performance form/survey received:

| RATING | DEFINITION | STANDARD |
|---------------|--|--|
| Outstanding | Substantially exceeds requirements. Entirely favorable past performance. No Major Breach of Safety within the past three years | A significant majority of sources of information are consistently firm in stating that the offeror's performance was superior and that they would unhesitatingly do business with the offeror again. Complaints are negligible, or unfounded. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more than recent performance that corrective action has made the likelihood of such conduct in the future highly improbable. A major breach of safety is an act or omission of the contractor that consists of an accident, incident or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million dollars or any "willful" or "repeat" violation cited by OSHA or a state agency operating by under an OSHA approved plan within the past three years. |
| Above Average | Somewhat exceeds requirements. More favorable than unfavorable past performance | Most sources of information state that the offeror's performance was good, better than average and that they would willingly do business with the offeror again. Complaints, though perhaps well founded, are few and relatively minor. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old and the offeror has demonstrated by more recent performance that corrective action has made the likelihood of such conduct in the future highly improbable. |
| Neutral | No record exists or the contractor has no past performance to report. | |
| Satisfactory | Meets requirements. Inconclusive past performance record. | Sources of information are roughly divided over the quality of the offeror's performance. While some state that they would do business with the offeror again, others are doubtful or would not. Complaints are balanced by reports of good work. The offeror has no record of criminal conduct, civil fraud, or negligence, or the record is old. |
| Marginal | Barely meets requirements. More unfavorable than favorable past performance | Many sources of information make unfavorable reports about the offeror's performance and either express serious doubts about doing business with the offeror again or states that they would refuse to do so. However, there are some favorable reports, and some sources of information indicate that they would do business with the offeror again. There are many significant, serious, and well-founded complaints, but there are some reports of good performance. The offeror may have been indicted, pled guilty, or may have been found guilty on matters of criminal conduct, but issues are unresolved, relatively minor, or do not reflect a company wide or managerial pattern of wrongdoing. The offeror may have lost civil suits for fraud or negligence, but there is no company wide or managerial pattern of fraudulent, negligent, or criminal conduct. |

| | | |
|----------------|---|--|
| Unsatisfactory | Does not meet requirements. Entirely unfavorable past performance | A significant majority of sources of information are consistently firm in stating that the offeror's performance was entirely unsatisfactory and that they would not do business with the offeror again under any circumstances. Customer complaints are substantial or numerous and are well founded. Or, although not debarred or suspended, the offeror is under indictment or has been convicted of criminal conduct, or has been found liable for fraud or negligence. The offeror either has presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the foreseeable future, or it appears unlikely that the corrective action will be effective. |
|----------------|---|--|

b) RELEVANT EXPERIENCE (As a risk Factor)

Relevant experience is the accomplishment of work that is comparable or related to the technical work required by this solicitation, and is of similar scope, size and complexity. The evaluation team will assign one of the following ratings for the relevant experience characteristic:

| RATING | DEFINITION | STANDARD |
|---------------|---|---|
| Low Risk | Little doubt exists, based on the offeror's experience; that the offeror can satisfactorily perform this kind of work. | Extensive experience in projects of similar size, scope, complexity. |
| Moderate Risk | Some doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work. | Limited experience in projects of similar size and scope or extensive experience as the primary subcontractor for projects similar in size and scope. |
| High Risk | Significant doubt exists, based on the offeror's experience, that the offeror can satisfactorily perform this kind of work. | Very little experience in projects of this kind. |

(c) PRICE EVALUATION

Offeror must include a price for each item contained in Section B1 of the solicitation. Failure to include a price for all items will render the offer as nonresponsive and exclude them from further consideration for award.

[END OF SECTION]

ATTACHMENT C

General Decision Number: MS080105 12/04/2009 MS105

State: Mississippi

Construction Type: Heavy
Including Water and Sewer Line Construction

County: Hancock County in Mississippi.

HEAVY CONSTRUCTION PROJECTS: DOES NOT INCLUDE FLOOD CONTROL

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 07/25/2008 |
| 1 | 08/22/2008 |
| 2 | 09/05/2008 |
| 3 | 06/05/2009 |
| 4 | 12/04/2009 |

* ELEC0903-009 12/01/2009

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 23.20 | 6.79 |
| ----- | | |
| SUMS2008-080 07/07/2008 | | |

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CARPENTER, Including Form Work... | \$ 14.00 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 12.29 | 0.00 |
| LABORER: Common or General..... | \$ 8.50 | 0.00 |
| LABORER: Pipelayer..... | \$ 12.00 | 0.00 |
| OPERATOR: Backhoe..... | \$ 12.52 | 0.00 |
| OPERATOR: Bulldozer..... | \$ 12.00 | 0.00 |
| OPERATOR: Drill..... | \$ 11.52 | 1.24 |
| OPERATOR: Loader (Front End).... | \$ 12.27 | 0.00 |
| OPERATOR: Trackhoe..... | \$ 10.00 | 0.00 |

PAINTER: Brush and Spray Only... \$ 11.88 0.00

TRUCK DRIVER, Including Dump, Lowboy, Material, and Tractor Haul..... \$ 10.65 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Attachment D
Enclosure to PIC 06-01

PIV Card Issuance Procedures in accordance with 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.

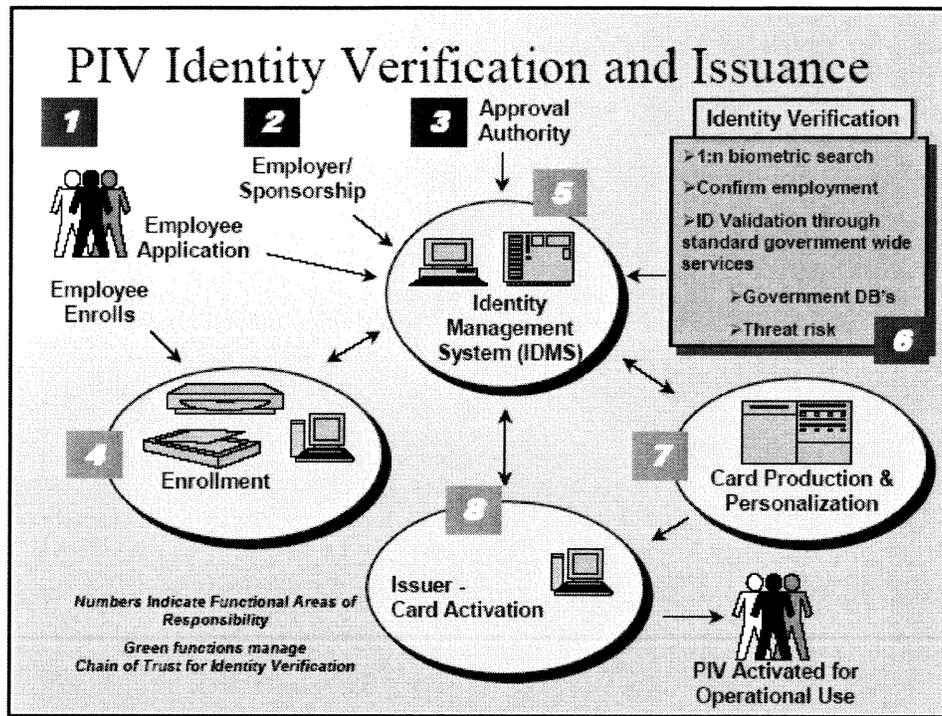


Figure A-1, FIPS 201, Appendix A

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 Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

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

Step 3:

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

Step 4:

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

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

Step 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.

**ATTACHMENT E
SAFETY AND HEALTH PROGRAM**

CONTRACTOR NAME: _____

1. Independently documented evidence (OSHA 300 & 300A log is evidence) of your firm's designated OSHA Total Recordable Incident Rate (TRIR) with NAICS code. You must provide your current Recordable Incident Rate (RIR) **and the previous three year's** (TRIRs). The following web site is available to help you compute this rate: <http://www.bls.gov/iif/osheval.htm>. These rates will be compared to the most recent industry averages of like NAICS codes found on the same web page.

Current Year: _____ 2009: _____ 2008: _____ 2007: _____
NAICS CODE: _____

2. Independently documented evidence (OSHA 300 & 300A log is evidence) of your firm's OSHA DART rate (Days away from work, days of restricted work activity or job transfer) with NAICS code. You must provide your current DART rate **and the previous three year's** DART rates. The following web site is available to help you compute this rate: <http://www.bls.gov/iif/osheval.htm>. These rates will be compared to the most recent industry averages of like NAICS codes found on the same web page.

Current Year: _____ 2009: _____ 2008: _____ 2007: _____
NAICS CODE: _____

3. Independently documented evidence (letter from your insurance carrier) of your firm's designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's Compensation Insurance. You must provide your current EMR rating **and the previous three year's EMR ratings**. This rate will be compared to the industry average rate of 1.0.

Current Year: _____ 2009: _____ 2008: _____ 2007: _____

4. Information on all OSHA citations issued to the firm **over the past three years**.

5. Information on all previous OSHA reportable mishaps (OSHA Forms 300 & 300A) that have occurred **in the past three years**. Address any fatalities that have occurred; identify whether the investigation has been completed and the results; The cause of the safety and health mishap; Describe the corrective action taken and when it was implemented. If the corrective action has not yet been implemented, provide the planned implementation date.

6. Please provide your establishments employee size: _____.

7. Please provide letter from your insurance carrier regarding your EMR rate.

ATTACHMENT F – PAST PERFORMANCE FORM

This form contains Source Selection Information when completed (See FAR 2.101 and 3.104)

NAME OF CONTRACTOR: _____

Prime Team Member Other (Describe)

1. CUSTOMER/AGENCY NAME: _____

ADDRESS: _____

TELEPHONE: _____

2. CONTRACT NUMBER: _____

3. CONTRACT TYPE: _____

4. CONTRACT AWARD AMOUNT: \$ _____

5. FINAL PRICE OF CONTRACT: \$ _____

6. VARIANCES: Explain variances from original contract value for the contract(s)

7. ORIGINAL AND MODIFIED PERIOD OF PERFORMANCE:

From: _____ To: _____

8. COGNIZANT CONTRACTING OFFICER: (If commercial, customer's business manager):

NAME: _____ EMAIL: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

9. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (If commercial, customer's technical manager):

NAME: _____ EMAIL: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

10. CONTRACT STATUS (if current, show percent complete; if terminated, explain why; if complete, so state)

11. DESCRIPTION OF THE WORK PERFORMED (use additional page as necessary):

12. Subcontracting plan performance, and other small business achievements.

**ATTACHMENT G
Past Performance Evaluation Form**

| NAME OF CONTRACTOR: | | CONTRACT#: | |
|--|---|-------------------|--------------|
| Please rate the General Contractor in the applicable areas according to the applicable performance criteria. | | | |
| A rating of "6" is best unless otherwise noted. | | | |
| NO | PERFORMANCE CRITERIA | RATING | UNIT |
| <u>MANAGEMENT</u> | | | |
| 1 | Contractor's management abilities | | (1-6) |
| 2 | Professionalism of Contractor | | (1-6) |
| 3 | Small Business Utilization / Subcontract management | | (1-6) |
| 4 | Contractor's flexibility in handling unforeseen events | | (1-6) |
| 5 | Ability to communicate effectively | | (1-6) |
| 6 | Ability to coordinate the effort of its subcontractors | | (1-6) |
| 7 | Ability to adjust to schedule changes and outages | | (1-6) |
| 8 | Ability to produce required permits/documentation | | (1-6) |
| 9 | Response time to routine changes | | (1-6) |
| 10 | Overall construction knowledge | | (1-6) |
| 11 | Overall performance of Contractor | | (1-6) |
| 12 | Your overall customer satisfaction | | (1-6) |
| 13 | Your comfort level in hiring the Contractor again based solely on performance | | (1-6) |
| <u>TECHNICAL</u> | | | |
| 14 | Overall Construction quality and workmanship | | (1-6) |
| 15 | Quality of Submittals (design/drawings) | | (1-6) |
| 16 | Ability to seek Value-Engineering activities | | (1-6) |
| 17 | Ability to follow facility rules | | (1-6) |
| 18 | Ability to minimize change orders/claims/requests for equitable adjustment | | (1-6) |
| 19 | Ability to minimize lost production time | | (1-6) |
| 20 | Ability to minimize construction defects | | (1-6) |
| 21 | Ability to complete punch list items timely | | (1-6) |
| 22 | Contractor's knowledge of codes and regulations (including OSHA & EPA) | | (1-6) |
| 23 | EPA/DOL knowledge & compliance. Any known violations? | Y/ N | (1-6) |
| 24 | Contractor's housekeeping practices | | |
| <u>QUALITY CONTROL / SAFETY PROGRAM</u> | | | |
| 25 | Contractor OSHA Violations past three years | Y/ N | (1-6) |
| 26 | Proposed Sub-Contractor OSHA Violations past three years (If Identified) | Y/ N | (1-6) |
| 27 | Mitigation of OSHA violations | | (1-6) |
| 28 | Evaluation of EMR rates | | (2, 3, or 5) |
| 29 | Evaluation of TRIR rates | | (2, 3, or 5) |
| 30 | Evaluation of DART rates | | (2, 3, or 5) |
| 31 | Compliance with Owner's safety programs | | (1-6) |
| 32 | Any known lost time caused by accidents (explain if Y) | Y/ N | (1-6) |
| 33 | Job Specific Safety Plan | | (1-6) |
| 34 | Overall evaluation of safety program/ safety plan | | (1-6) |
| <u>OTHER</u> | | | |
| 35 | Response time to emergencies and changes | | Days |
| 36 | Response time to warranty work requests | | Days |
| 37 | Job completed on time (explain if No) | | Y/N |
| 38 | Job completed ahead of schedule | | Y/N |

(FOR INFORMATION ONLY - DO NOT COMPLETE)

OVERALL RATING: [] Outstanding (6) [] Above Average (5) [] Neutral (4) [] Satisfactory (3) [] Marginal (2) [] Unsatisfactory (1)

Space is provided for comments (additional pages may be used if desired) and comments would be particularly appreciated concerning excellent and less than satisfactory performance.

ATTACHMENT H

Metrics for Schedule Requirements

In order to ensure there are defined and objective metrics to determine progress towards completion and to assist in compliance with the solicitation Section G, paragraphs G.4 and G.5 **The Successful contractor shall provide within 5 days after the notice of award their preliminary responses for their Scheduling System for Planning and Progress Reporting.** This is in addition to the final schedule and shall include major parts, and components that are approved by the Contracting Officer's Technical Representative (COTR) for the approved schedule of construction (e.g. Bar Chart). Percent Complete for the purpose of ARRA reporting is based on amount of work completed not dollars expended. The schedule breakdown shall provide an appropriate amount of detail for all key elements or any element requested by the government, along with a dollar value assigned for each element. The schedule shall easily indicate the percentage of work scheduled for completion by any given date during the performance period. The schedule shall indicate lead time for materials, installation, and financial detail to allow determination of % complete for progress payments. The preliminary schedule must be submitted in Microsoft Office Project 2003 and as a minimum address the following:

1. Notice to Proceed (Include cost for Payment and Performance Bonds)
2. End Products delivered to site
3. Installation of new refractory materials