

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all labor, materials, equipment and supervision necessary for the performance of general construction, modifications, refurbishments, and rehabilitations at Johnson Space Center (JSC), Ellington Field, (EF), Sonny Carter Training Facility (SCTF) and White Sands Test Facility (WSTF). All work shall be accomplished in accordance with the Statement of Work provided with each Task Order; the contract terms and conditions; and the specifications, drawings, and special conditions provided with the Task Orders, when applicable. All work shall be initiated through Task Orders issued in accordance with **Section I, I.108 FAR Clause 52.216-18 Ordering. Task Orders will be issued only by the Contracting Officer.**

(End of clause)

B.2 TYPE OF CONTRACT

This contract is an 8(a) Multiple Award Indefinite- Delivery Indefinite-Quantity (IDIQ) contract for Minor General Construction Projects under which the Government intends to issue Fixed-Price Task Orders. The NAICS Code used for this contract is 236220.

(End of clause)

B.3 MINIMUM/MAXIMUM CONTRACT VALUE

The guaranteed minimum amount of work which may be required under this contract is **\$5,000.00**. The maximum amount of work which may be required under this contract is **\$49,000,000.00**. However, the total amount of all Task Orders under all contracts awarded under solicitation number NNJ10333854R shall not exceed **\$49,000,000.00** for the **5** year period of performance.

(End of clause)

B.4 LIMITED COMPETITION AMONG TASK ORDERS

a. This contract is one of a group of multiple award contracts. The procedure for administering Task Orders under multiple award contracts is detailed in the Federal Acquisition Regulation (FAR) at 16.505(b). In placing orders, the Contracting Officer may consider past performance, quality of workmanship, and price to provide each IDIQ contractor a fair opportunity to be considered for each order. Any IDIQ contractor with a pattern of unsatisfactory performance evaluations in any of these areas may be excluded from competing for future Task Orders at the discretion of the Contracting Officer until such time as the contractor takes appropriate corrective action to assure satisfactory performance on future task orders.

The Contracting Officer will issue a Request for Proposal (RFP) that will provide the contemplated Task Order requirements, including all applicable specifications, drawings and special condition order requirements. Selection will be based on FAR Subsection 15.101-1, Trade-off Process or 15.101-2, Lowest Price Technically Acceptable Source Selection Process.

b. Timely offers received will be evaluated taking into consideration, as a minimum, performance on previous and current Task Orders and proposed price.

c. The Government reserves the right to forgo competition in the event one of the conditions described in FAR 16.505(b)(2) are met or Contracting Officer determines that it is in the best interest of the Government to issue an order directly to one 8(a) IDIQ contractor.

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall furnish all management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation and equipment (except any Government provided property, including utilities, as may be specified in individual task orders), and all related activities necessary for the performance of projects as described in task orders. All work shall be accomplished in accordance with the terms and conditions of the contract and task order specifications and drawings and within the performance schedule set forth in FAR clause 52.211-10, Commencement, Prosecution, and Completion of Work, to be cited in each task order issued in accordance with Section I, I.108 FAR Clause 52.216-18, Ordering, (**Task Orders will be issued only by the Contracting Officer.**). The nature of the work is one of construction, modification, and repair. Contractor effort extends beyond the conventional, single job construction effort and requires the capability to plan, schedule, coordinate, manage, and execute a fluctuating flow of unrelated projects with a variety of skills and skill levels. Work shall include, but is not limited to, architectural, mechanical, electrical, plumbing, civil, structural, roofing, partial building renovations, building demolition, and environmental support at JSC, EF, SCTF and WSTF.

(End of clause)

SECTION D - PACKAGING AND MARKING

RESERVED

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

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

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

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

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

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

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

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

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

- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
- (2) Terminate for default the Contractor's right to proceed.

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

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

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 ALLOWANCE FOR DELAYS

(a) Work at the Johnson Space Center is subject to frequent and extended delays due to shuttle launches, mission simulations, and security requirements. In addition to more typical delays, certain construction activities such as excavation, transporting heavy equipment, and utility outages, may be prohibited during shuttle launches and mission simulations. Furthermore, security delays are likely for as long as JSC is operating under heightened security conditions. The Contractor may experience delays caused by the Government and other factors beyond the Contractor's control. Additional time is included in the project performance period to allow for a specified number of days of delay due to these causes. Normally, contract extensions will not be granted unless the contractor has:

- (1) Promptly notified the Contracting Officer of each delay as experienced with supporting evidence as necessary,
- (2) Demonstrated actual delay to its effort and not merely a restriction of work,
- (3) Demonstrated that the contractor was not experiencing other delays within its control, and was able and willing to perform the scheduled work which could not be performed solely due to the Government delay,
- (4) Shown that the delay days allotted in the performance period have been exceeded, and
- (5) Met the conditions specified in the applicable contract terms and conditions relating to extensions of the contract performance period.

(b) A current Mission Schedule (subject to change) will be included with each Task Order. The number of days allowed for Government delays is **30 days**. No extension of time will be given until these days have been exceeded. Contractors should expect security delays of up to 45 minutes when entering the site and allow for those delays, as no contract extension will be granted for these delays.

F.2 PLACE OF PERFORMANCE

The primary work locations for this contract are in Houston, TX at the NASA Johnson Space Center, Ellington Field (EF) and Sonny Carter Training Facility (SCTF). In addition, in order to provide for maximum flexibility, intermittent minor construction work may be required at the White Sands Test Facility (WSTF) located in Las Cruces, New Mexico.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1852.242-70 TECHNICAL DIRECTION (SEPTEMBER 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) of this clause, 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.2 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (DEVIATION) (SEPTEMBER 2007)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facilities Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

**G.3 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (DEVIATION)
(SEPTEMBER 2007)**

(a) In addition to the requirements of the FAR Government Property Clause (FAR 52,245-1) the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facilities Maintenance Management.

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) at any time.

(End of clause)

G.4 JSC 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JAN 2006)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFNMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFNMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

(End of clause)

G.5 SUBMISSION OF INVOICES

(a) Invoices shall be prepared in accordance with contract clauses 52.232-5, "Payments Under Fixed-Price Construction Contracts" and 52.232-27, "Prompt Payment for Construction Contracts." Invoices shall contain the following information as applicable: contract number, contract line item numbers (CLINS), description of supplies or services, sizes, quantities, unit prices and extended totals. The NASA Shared Services Center (NSSC) is the designated billing office for the purpose of the Prompt Payment clause.

(b) All invoices shall be submitted to 1 and 2 below:

1. Original invoices shall be faxed or sent via e-mail to:

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

2. Copy

NASA Johnson Space Center
BJ3/John Clayborne
2101 NASA Parkway
Houston, TX 77058-3696

john.d.clayborne@nasa.gov

This is the designated billing and payment office for purposes of the Prompt Payment Act. Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

(c) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(End of clause)

G.6 JSC 52.223-92 JSC HAZARDOUS MATERIALS USE. (MAY 2009)

(a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency, U.S. Occupational Safety and Health Administration, or other state or Federal regulation or statute. Therefore, the following requirements do NOT supersede any statutory or regulatory requirements for any entity subject to this clause.

(b) "Hazardous materials," for the purposes of this clause, consist of the following:

(1) Those materials defined as "highly hazardous chemicals" in Occupational Safety and Health Administration Process Safety Management Regulation, 29 Code of Federal Regulation

1910.119, without regard for quantity.

(2) Those "extremely hazardous substances" subject to the emergency planning requirements in the Environmental Protection Agency Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 355, Part 355, without regard for quantity.

(3) Those "hazardous substances" subject to the release notification requirements under Environmental Protection Agency's Emergency Planning and Community Right-to-Know Regulation, 40 Code of Federal Regulation 302.4, without regard for quantity.

(4) Any radioisotope material or device that produces ionizing radiation.

(5) Any Class II, III, or IV laser as defined by the American National Standards Institute No. Z136.1 (1986)

(6) Any explosive or any pyrotechnics

(7) Any pesticide.

(c) The contractor shall develop and maintain an inventory listing the identity and quantity of hazardous materials stored or used onsite at JSC for the performance of the contract.

(d) The contractor shall ensure that the proper training of its employees in the use and inherent hazards of these materials is accomplished prior to use.

(e) The contractor shall notify the JSC Clinical Services Branch (SD3) prior to any initial use or different application of these materials.

(f) The contractor shall use all hazardous materials properly and take all necessary precautions to ensure no harm is done to humans or the environment.

(g) The contractor shall insert the substance of this clause, including this Paragraph F with appropriate changes of designations of the parties, in subcontracts under which hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC.

(h) In the event the contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

G.7 JSC 52.242-92 IDENTIFICATION OF EMPLOYEES (OCT 2006)

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee credentials and visitor badges will be issued only between the hours of 6:00 a.m. to 7:30 p.m., Monday through Friday, and 7:30 am to 3:00 pm on Saturday. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, Controlled Access Area cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 52.236-13 ACCIDENT PREVENTION (NOV 1991), ALTERNATE I (NOV 1991)

H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.3 1852.225-70 EXPORT LICENSES. (FEBRUARY 2000)

H.4 1852.223-70 SAFETY AND HEALTH (APR 2002)

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

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

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

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

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

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working

on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

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

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

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

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

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

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

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

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

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

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

(End of clause)

H.5 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

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

(End of clause)

H.6 1852.243-72 EQUITABLE ADJUSTMENTS (APR 1998)

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

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

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

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

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

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

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

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

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

(End of clause)

H.7 JSC 52.223-93 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS (MAY 2008)

(a) The Contractor shall ensure that all work performed and equipment used to fulfill the requirements of this contract are in compliance with all Federal, state, and local regulations and public laws, and the following NASA JSC directives: JPD 8500.1, JSC Environmental Excellence Policy; JPR 8550.1, JSC Environmental Compliance Procedural Requirements; JPR 8553.1, JSC Environmental Management System Manual; CWI JE9W-06, EMS Aspect/Impact Assessment and EMP Process; NPR 8570.1, Energy Efficiency and Water Conservation; JSC's Energy and Water Conservation 5-Year Plan; and CWI J69W-03, Energy Conservation. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with DRD XX-X-X, Environmental and Energy Consuming Product Compliance Reports.

(b) The Government remains the owner and operator of record for all environmental activities conducted at NASA owned properties unless otherwise documented in a signed agreement

between NASA and the Contractor. The Contractor is advised that activities performed at JSC and associated facilities are subject to Federal, state and local regulatory agency inspections to review compliance with environmental laws and regulations. For on-site issues, JSC's Environmental Office will be the single point of contact with Federal and state regulatory agencies and their representatives unless otherwise directed by the Contracting Officer or the Environmental Office. The Contractor shall immediately notify the JSC Environmental Office when contacted by external regulatory agency representatives and shall cooperate fully. The Contractor shall complete, maintain, and make available to the Contracting Officer, JSC Environmental Office, JSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the JSC Environmental Office upon issuance of a Notice of Violation or noncompliance to the Contractor.

(c) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice be issued to the Government as a facility owner/operator on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in correcting any problems and defending against regulatory assessment of any civil fines or penalties arising out of such actions or inactions.

(End of clause)

H.8 TASK ORDER PLACEMENT PROCESS

- (a) The Government will provide all of the 8(a) IDIQ contractors fair opportunity to be considered for each task order exceeding \$3,000 unless one of the statutory exceptions in FAR 16.505(b)(2) applies. Contractors who have a pattern of unsatisfactory performance (See B.4) may be denied an opportunity to participate in task order competitions under the contract until appropriate corrective action has taken place. The Contracting Officer will solicit task order proposals by issuing written requests for proposals for specific projects. As such, a task order solicitation package will be issued to each of the multi-award contract recipients.
- (b) The task order solicitation is a request for proposal only and does not constitute authority to proceed or to incur any cost associated with contract performance. No legal liability shall reside on the part of the Government for any amount until a task order is issued by the Contracting Officer.
- (c) The Government plans to issue task order awards without holding discussions with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
- (d) Task Order awards will be made using one of the following processes:
- (1) Lowest Priced Technically Acceptable Process
 - (2) Best Value Tradeoff Process

The process utilized will be identified in each task order solicitation.

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- I.1 52.202-1 DEFINITIONS. (JUL 2004)
- I.2 52.203-3 GRATUITIES. (APR 1984)
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
- I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)
- I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)
- I.11 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)
- I.12 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)
- I.13 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)
- I.14 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)
- I.15 52.211-13 TIME EXTENSIONS. (SEP 2000)
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- I.18 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
- I.19 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)

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- I.21 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS. (OCT 1997)
- I.22 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (May 2004)
- I.23 52.219-14 LIMITATIONS ON SUBCONTRACTING. (DEC 1996)
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- I.26 52.222-3 CONVICT LABOR. (JUN 2003)
- I.27 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)
- I.28 52.222-6 DAVIS-BACON ACT. (JUL 2005)
- I.29 52.222-7 WITHHOLDING OF FUNDS. (FEB 1988)
- I.30 52.222-8 PAYROLLS AND BASIC RECORDS (JUN 2010)
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- I.32 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)
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- VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)
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- I.45 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)
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- I.50 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)
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- I.53 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
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- I.65 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. (SEP 2002)

- I.66 52.232-17 INTEREST. (OCT 2008)
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- I.68 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)
- I.69 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS. (OCT 2008)
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- I.71 52.233-1 DISPUTES. (JUL 2002) ALTERNATE 1 (DEC 1991)
- I.72 52.233-3 PROTEST AFTER AWARD. (AUG 1996)
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- I.76 52.236-5 MATERIAL AND WORKMANSHIP. (APR 1984)
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- I.99 1852.209-72 COMPOSITION OF THE CONTRACTOR. (DEC 1988)
- I.100 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEPTEMBER 1990)
- I.101 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE. (MAR 1996)
- I.102 1852.236-73 HURRICANE PLAN. (DEC 1988)
- I.103 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)
- I.104 1852.243-71 SHARED SAVINGS. (MAR 1997)
- I.105 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of JSC Procurement Director and shall not be binding until so approved.

(End of clause)

I.106 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984)

The Contractor shall be required to

(a) commence work under this contract within Time Specified in Each Task Order 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 Time Specified in Each Task Order . The time stated for completion shall include final cleanup of the premises.

(End of clause)

I.107 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION. (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **To Be Specified in each task order issued** for each calendar day of delay until the work is completed or accepted.

I.108 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Contract Award** through **five (5) calendar years after date of award.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.109 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$5,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$49,000,000.00**;

(2) Any order for a combination of items in excess of **\$49,000,000.00**; or

(3) A series of orders from the same ordering office within **0** days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5 (five)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.110 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A)
CONCERNS (JUNE 2003) (DEVIATION)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **Multiple Award Contractor** will notify the **NASA/Johnson Space Center**, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**I.111 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR
RELATIONS ACT (DEVIATION) (JUNE 2010)**

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs; -

(2) Provided by the Federal contracting agency, if requested];

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor is not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.112 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

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

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

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

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

(2) Submit this estimate to **the Contracting Officer**.

(End of clause)

I.113 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (FEB 2009)

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

“Commercially available off-the-shelf (COTS) item”—

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

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

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

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

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

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

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

“Cost of components” means--

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

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

(2) This requirement does not apply to the construction material or components listed by the Government as follows: **NONE**

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

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

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

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

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			
<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

(End of clause)

I.114 52.225-11 BUY AMERICAN ACT-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT (AUG 2009) - ALTERNATE I (JUN 2009)

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

“Bahrainian, Mexican, or Omani construction material” means a construction material that—

- (1) . Is wholly the growth, product, or manufacture of Bahrain or Mexico; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain or Mexico into a new and different construction material distinct from the materials from which it was transformed.

“Caribbean Basin country construction material” means a construction material that--

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

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

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

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

“Cost of components” means--

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

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

“Designated country” means any of the following countries:

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

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

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

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

“Free Trade Agreement country construction material means” a construction material that--

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

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

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

“Least developed country construction material” means a construction material that--

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

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

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

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

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **NONE**

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

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

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

(1)

(i) Any Contractor request to use foreign construction material in accordance with paragraph

(b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
Foreign construction material			
Domestic construction material			

<i>Item 2</i>			
Foreign construction material			
Domestic construction material			

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

[Include other applicable supporting information.]

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

(End of clause)

I.115 52.236-4 PHYSICAL DATA (APR 1984)

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

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by soil borings.

(b) Weather conditions at the site of the work are approximately as listed below.

Table1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Avg. Temperature	50.4	53.9	60.6	68.3	74.5	80.4	82.6	82.3	78.2	69.6	61	53.5	67.9
Avg. Max Temperature	61	65.3	71.1	78.4	84.6	90.1	92.7	92.5	88.4	81.6	72.4	64.7	78.6
Avg. Min Temperature	39.7	42.6	50	58.1	64.4	70.6	72.4	72	67.9	57.6	49.6	42.2	57.3
Days with Max Temp of 90 F or Higher	0	< 0.5	< 0.5	1	6	20	27	26	16	3	0	0	98
Days with Min Temp Below Freezing	7	4	1	< 0.5	0	0	0	0	0	< 0.5	1	5	18
Heating Degree Days	468	322	187	36	0	0	0	0	0	31	181	374	1599
Cooling Degree Days	16	11	50	135	295	462	546	536	396	174	61	18	2700
Precipitation (inches)	3.3	3	2.9	3.2	5.2	5	3.6	3.5	4.9	4.3	3.8	3.5	46.1
Days with Precipitation 0.01 inch or More	11	9	9	7	8	9	9	9	9	8	8	9	106
Monthly Snowfall (inches)	0.2	0.2	0	< 0.05	< 0.05	< 0.05	0	0	0	0	< 0.05	< 0.05	0.4
Average Wind Speed	8.2	8.7	9.2	9.1	8.1	7.5	6.9	6.2	6.6	7	7.8	7.7	7.8
Clear Days	7	7	7	7	6	7	7	6	9	11	9	7	90
Partly Cloudy Days	5	5	6	7	11	13	16	17	11	9	7	6	114
Cloudy Days	18	16	18	16	14	9	8	8	10	11	14	18	161
Percent of Possible Sunshine	45	50	54	58	62	68	70	68	66	64	52	51	59
Avg. Relative Humidity	57.5	76	74.5	75	76	77	77	75.5	76	76	73.5	74	77

(c) Transportation facilities: N/A

(End of clause)

I.116 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:

<https://www.acquisition.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

I.117 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **NASA FAR Supplement**. (48 CFR **Chapter 18**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.118 1852.215-84 OMBUDSMAN. (OCT 2003) -- ALTERNATE I (JUN 2000)

(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 : **Melanie Saunders, Associate Director (Management), NASA/Johnson Space Center/AC, 2101 NASA Parkway, Houston TX 77058-3696, Phone: 281 483-0490, FAX: 281 483-2200, E-mail: melanie.saunders-1@nasa.gov.** Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the

procedures of the contract.

(End of clause)

I.119 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.120 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

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

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational

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

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

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

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

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

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

(End of clause)

I.121 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

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

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

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

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's

contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

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

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

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

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

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

(8) Administer a monitoring process to ensure that employees comply with all

reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

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

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

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

(End of clause)

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

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

- J.1 SAFETY AND HEALTH PLAN
Added to the contract prior to award upon approval by the Government
- J.2 CENTER OPERATIONS DIRECTORATE (COD) MISSION UPDATE
- J.3 GENERAL DECISION NUMBER: TX100121 (DAVIS-BACON WAGE DETERMINATION)

SECTION J ATTACHMENT

J.1 SAFETY AND HEALTH PLAN (TO BE INCORPORATED UPON AWARD)

SECTION J ATTACHMENT

J.2 CENTER OPERATIONS DIRECTORATE (COD) MISSION UPDATE

COD MISSION UPDATE SCHEDULE FOR 2010/11

FACILITY MANAGEMENT & OPERATIONS DIVISION PLANNING SCHEDULE

Last updated on 07/12/2010

<u>FLIGHT</u>	<u>LAUNCH</u>	<u>LANDING</u>	<u>SHUTTLE</u>	<u>COD MISSION MANAGER/ALT</u>
STS-133	NET 11/1/2010	TBD	DISCOVERY	TB-MM/LDL-AMM
STS-134	NET 2/26/2011	TBD	ENDEAVOUR	LDL-MM/TB-AMM
STS-135				

All flight dates are based on Central Standard or Daylight Time.

*-Indicates revision, **NET**-no earlier than, **UR**-under review, **TBD**-to be determined

MM-Mission Manager; **AMM**-Alternate Mission Manager; **BUMM**-Back-up Mission Manager; **TB**-Tom Beck; **MM**-Melissa McKinley; **LDL**-Lance D. Lovejoy

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Revised 07-12-2010

SECTION J ATTACHMENT

J.3 GENERAL DECISION NUMBER: TX100121 (DAVIS-BACON WAGE DETERMINATION)

The attached wage determination will be applicable to the majority of the projects worked under this contract.

(Note: Subsequent wage determinations will be issued with each task order and incorporated into the contract upon award of each task order.)

J.3 GENERAL DECISION NUMBER: TX100121 (DAVIS-BACON WAGE DETERMINATION)

General Decision Number: TX100121 07/02/2010 TX121

Superseded General Decision Number: TX20080121

State: Texas

Construction Type: Building

County: Harris County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories). (Use current highway general wage determination for Paving & Utilities incidental to Building Construction for Harris County

Modification Number	Publication Date
0	03/12/2010
1	04/02/2010
2	06/04/2010
3	07/02/2010

ASBE0022-002 06/01/2009

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems).....	\$ 20.63	8.30

BOIL0074-002 08/08/2009

	Rates	Fringes
BOILERMAKER.....	\$ 24.70	16.88

CARP0551-001 04/01/2008

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Work).....	\$ 21.00	6.43

ELEC0716-002 12/28/2009

	Rates	Fringes
ELECTRICIAN (Including Pulling Wire and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers.).....	\$ 25.70	6.62

 * ELEV0031-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 34.955	20.235

FOOTNOTES: a.- Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

 PLAS0079-001 07/01/2004

	Rates	Fringes
PLASTERER.....	\$ 19.42	1.00

 PLUM0068-003 10/01/2009

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)...	\$ 28.54	8.78

 PLUM0211-004 04/01/2010

	Rates	Fringes
Pipefitters (HVAC Pipe Only).....	\$ 28.07	9.97

 SFTX0669-001 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.90	15.35

 SHEE0054-004 07/01/2009

	Rates	Fringes
Sheet metal worker (Including HVAC Duct and System Installation).....	\$ 25.74	10.17

SUTX2005-010 03/24/2005

	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls Only).....	\$ 14.00	0.00
BRICKLAYER.....	\$ 18.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 12.83	0.00
DRYWALL FINISHER/TAPER.....	\$ 12.13	1.01
DRYWALL HANGER, Including Metal Studs Installation.....	\$ 12.96	1.59
Formbuilder/Formsetter.....	\$ 11.82	0.00
GLAZIER.....	\$ 14.92	2.78
INSULATOR -BATT AND FOAM.....	\$ 10.00	0.00
Ironworkers:		
Reinforcing.....	\$ 12.06	0.00
Structural.....	\$ 15.68	0.00
Laborers:		
Common.....	\$ 9.29	0.00
Mason Tender Brick.....	\$ 10.13	0.00
Mason Tender Cement.....	\$ 9.86	0.00
Pipelayer.....	\$ 12.35	0.00
Plaster Tender.....	\$ 12.90	2.51
LATHER.....	\$ 16.90	3.61
Painter (Brush, Roller, and Spray).....	\$ 11.17	0.00
Pipefitters (Excluding HVAC Pipe).....	\$ 19.20	8.23
POWER EQUIPMENT OPERATOR:		
Asphalt Paver.....	\$ 13.50	0.25
Backhoe.....	\$ 12.54	0.00
Crane.....	\$ 17.95	3.56

Forklift.....	\$ 15.46	5.15
Slab & Wall Saw.....	\$ 15.54	3.83
ROOFER.....	\$ 11.51	0.57
TILE FINISHER.....	\$ 12.00	0.43
TILE SETTER.....	\$ 15.70	1.09
TRUCK DRIVER.....	\$ 10.78	1.57

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. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

K.2 52.236-28 PREPARATION OF PROPOSALS -- CONSTRUCTION (Oct 1997)

(a) Proposals must be

(1) submitted on the forms furnished by the Government or on copies of those forms, and

(2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

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

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

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

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

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

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- L.1 52.214-34 SUBMISSION OF PROPOSALS IN THE ENGLISH LANGUAGE. (APR 1991)
- L.2 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
- L.3 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)
- L.4 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

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

(End of provision)

- L.5 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of an **8(a) Multiple Award, Indefinite-Delivery, Indefinite-Quantity (for placement of Firm-Fixed Price task orders)** contract resulting from this solicitation.

(End of provision)

- L.6 52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995) (MODIFIED)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. **The Government estimates awarding a minimum of 2, and anticipates more, contracts from the solicitation.**

(End of provision)

- L.7 52.222-5 DAVIS BACON ACT-SECONDARY SITE OF THE WORK (JUL 2007)

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

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

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

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

(End of provision)

L.8 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (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) Goals for Minority Participation for Each Trade

27.3% Houston, TX

45.9% Las Cruces, NM

Goals for Female Participation for Each Trade **6.9%**

(c) As used in this Notice, and in any contract resulting from this solicitation, the covered area is **NASA, Johnson Space Center, including Ellington Field and Sonny Carter Training Facility, Harris County, Houston, TX as well as White Sands Test Facility, Dona Ana County, New Mexico** .

L.9 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT – CONSTRUCTION MATERIALS (FEB 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an

exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

L.10 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2009)

a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act—Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).

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

(c) Evaluation of offers.

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

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an

exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

L.11 52.233-2 SERVICE OF PROTEST. (SEP 2006)

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

**Keshia Guinn/BJ3
NASA, Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696**

- (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.12 52.236-27 SITE VISIT (CONSTRUCTION). (FEB 1995) ALTERNATIVE I

(b) Date and time: August 23, 2010 9 a.m.

(c) Location: Gilruth Center, Alamo Ballroom, NASA, Johnson Space Center, Houston, TX 77058

L.13 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:

<https://www.acquisition.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

(End of provision)

L.14 1852.215-77 PRE-PROPOSAL/PRE-BID CONFERENCE. (DECEMBER 1988)

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

Date: August 23, 2010

Time: 9:00 a.m.

Location: Gilruth Center, Alamo Ballroom, NASA, Johnson Space Center, Houston,
TX 77058

Other Information, as applicable: N/A

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

L.15 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

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

See provision L.20 for applicable page limitations

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

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

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

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

(End of provision)

L.16 COMMUNICATIONS REGARDING SOLICITATION AND SUBMISSION OF OFFERS

A. COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name:	John D. Clayborne	Phone:	281-483-7077
Address:	2101 NASA Parkway	Fax:	281-483-9741
	Mail Code: BJ3	Email:	john.d.clayborne@nasa.gov
	Houston, TX 77058-3696		

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

Questions regarding this solicitation are due to the Government Representative no later than August 30, 2010, at 2:00 p.m. Central Daylight Time.

(b) Questions or comments should be submitted by the date above to allow for analysis and dissemination of responses. Late questions or comments are not guaranteed a response prior to the proposal due date. The Contracting Officer will issue a written amendment to this solicitation to answer questions. Offerors are ENCOURAGED to submit questions **prior to** the Pre-proposal Conference/Site Visit.

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

(End of provision)

B. SUBMISSION OF OFFERS

Proposal volumes I, II and III, including Past Performance Questionnaires, shall be submitted no later than 2:00 p.m. Central Standard Time on September 16, 2010.

Proposals must be marked and delivered in accordance with Section L.17 Proposal Marking and Delivery.

(End of provision)

L.17 JSC 52.215-109 PROPOSAL MARKING AND DELIVERY. (JUN 2007)

(a) Methods of Proposal Delivery

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service
Commercial Delivery Service
Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the Standard Form 26, 33, 1442 etc. of the solicitation.

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposals packages must include the solicitation number, the contracting officer’s name, mail code/stop, and the offeror’s name and address clearly marked on the outside of the package.

The offeror shall include a notice on the cover of the proposal package as follows:
“NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR—ENTER DATE AND TIME).”

(c) Delivery Address

Proposals must be delivered to the address/location specified on the Standard form 26, 33, 1442, etc. of the solicitation.

Proposals submitted by commercial delivery service or hand carried packages must be delivered to: NASA Johnson Space Center
2101 NASA Parkway
Houston, TX 77050-3696
Central Receiving, Bldg 421

JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard. Offerors are cautioned that the delivery process may require an hour or more for packages to be screened through security and subsequently transported and delivered by the Offeror at the designated building while being accompanied by an employee of the U.S. Government. After 1:30 p.m., local time, incoming packages cannot be screened until the following business day. Any attempt by an Offeror to deliver a proposal on a weekend or a Federal holiday shall be coordinated through the Contracting Officer at least 48 hours prior to the planned delivery date. The Offeror is encouraged to notify the Contracting Officer one day in advance of the proposal submission.

(End of provision)

L.18 1852.223-73 SAFETY AND HEALTH PLAN. (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.19 1852.233-70 PROTESTS TO NASA. (OCT 2002)

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

(End of provision)

L.20 PROPOSAL PREPARATION INSTRUCTIONS for the 8(a) MULTIPLE AWARD IDIQ GENERAL CONSTRUCTION CONTRACTS

Offeror's shall submit:

- a. An original and four (4) copies each of Volumes I, II and III (Ref. L.21-1, L.21-2, L.21-3)
- b. Model Contract (Ref. L.21-3, B, (b))

Offerors shall submit **without bindings** (except as noted in L.21-3, B, (b)), two original signed copies of the model contract signed by an authorized representative of the offeror.

- c. Model Task Order (Ref. L.21-3, B, (c))

Offerors shall submit **without bindings**, two original signed copies of the model task order signed by an authorized representative of the offeror.

Volume originals shall be marked as "Original" for retention by the Contracting Officer. All copies of each volume shall contain identical information and formatting. In addition to the hardcopies, the Offeror shall submit an electronic version of the model contract, Volumes I, II and III on CD-ROM. The Government will use the electronic copies in the evaluation process and may compare the electronic and paper copies. If a variation in content between any of the paper copies and the electronic one is noted, the paper copy marked original shall be considered the submitted proposal. Each CD-ROM case and the CD-ROM itself shall be labeled to identify the Offeror and the RFP number.

Volumes shall be organized as detailed below. Each volume shall be separately bound in 3-ring binders (Except where noted for the model contract and model task order. (Ref. L.21-3, B, (b) and L.21-3, B, (c)) that permit the volume to lie flat when open, shall be tabbed in accordance with the structure identified below and shall be prepared in accordance with the page limitations identified below. Staples shall not be used. All pages in each volume shall be sequentially numbered. A cover sheet should be included in each binder, clearly marked with the Offeror's name, complete address with 9 digit zip code, phone number, facsimile number, e-mail address, date of offer, volume number, title, copy number, and RFP identification. Information not provided elsewhere in the proposal shall not be incorporated by reference. A table of contents shall be provided with each volume for ready reference to sections, figures, and illustrations.

Proposal Volumes should be consistent with the following structure and tabbed accordingly:

<u>1. VOLUME I – Past Performance</u>	<u>Page Limitation</u>
<i>Section I – Past Performance Information (Ref. L.21-1)</i>	None
(a) Past Performance Information Summary (Ref. L-21-1, A)	
(b) Offeror's Construction Project Listing (Ref. L.21-1, B and L.23 attachment 5)	
(c) Past Performance Questionnaires (Section 1 ONLY) (Ref. L.21-1, C and L.23 attachment 2)	
<i>Section II – Safety, Health & Environmental Past Performance Supplement (Ref. L.21-1, D)</i>	15 Pgs
<u>2. VOLUME II – Price (for Model Task Order "Bldg. 417 E-85 Fuel Dispensing System")</u>	None
Offeror's price proposal for the model task order using pricing forms in L.23 attachment 4. (Ref. L.21-2)	
<u>3. VOLUME III – Technical Proposal and Other Required Documentation for Award</u>	
<u>Technical Proposal</u> (Ref. L.21-3, A)	
Section I – Bonding Capacity Documentation	3 pages

Other Required Documentation for Award (Ref. L.21-3, B)

Section II – Model Contract (Without bindings except as noted in L.21-3, B (b)) None

Section III – Model Task Order (Without bindings) (Ref. L.21-3, B, (c)) None

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

L.21 REQUIRED PROPOSAL CONTENT

SECTION I

L.21-1 PAST PERFORMANCE INFORMATION - VOLUME I

The Government will evaluate past performance to assess how well recently performed work, relevant to the types of effort and types of requirements in the solicitation, was performed and will use the information received as an indicator of the offeror's ability to perform under the contract.

DEFINITIONS

Recency Screening: Recency is defined as performance occurring within the last 3 years of the date of the solicitation, except that ongoing projects must have received "notice to proceed" no less than three (3) months from issuance of the Government's RFP.

Relevancy Screening: Relevancy is defined as:

- a. Performance efforts involving requirements that are similar or greater in scope, magnitude, and complexity to the requirements described in this solicitation (including Section C, Scope of Work, and L.23, Attachment 1, Government's Construction Project Summary).
- b. Past or current experience managing and performing work involving a broad range of general construction skills and complexity such as additions; maintenance and repair projects including partial and total renovations; refurbishments; alterations of buildings, structures and other real property; site work; paving; utilities; structures; electrical, mechanical and plumbing systems; finishes; furnishings/outfitting, and carpentry.
- c. Experience managing and performing multiple and concurrent general construction projects in a work environment with special access requirements, "work windows" and occupied areas.

A. **PAST PERFORMANCE INFORMATION SUMMARY**

1) Offerors shall provide a Past Performance Information Summary identifying a minimum of five and a maximum of ten recent and relevant contracts that it has performed as a prime contractor for projects similar in size, content, and complexity as described in the solicitation with the most relevant contracts listed first. Offerors are advised that the Government may elect not to consider evaluating more than the first ten listed contracts. Offerors are also advised that while the list of submitted contracts/orders are at the offeror's discretion, the Government may consider and evaluate any other past performance data obtained from other sources and use the obtained information in the evaluation and rating of the offerors past performance. The Summary shall include the following information for each referenced contract or project:

- i. Name of project and contract/order number
- ii. Type of contract/order
- iii. Period of performance
- iv. Place of contract performance
- v. Name and address of customer or Government Agency
- vi. Name, telephone number and email address of Contracting Officer or customer equivalent
- vii. Name, telephone number and email address of Project Manager or customer equivalent
- viii. Current dollar value of contract/order or, for completed tasks the value at contract/order completion
- ix. Dollar value of contract as initially awarded.

2) Offeror's with no recent and/or relevant past performance information to submit on projects it has performed may submit past performance data on recent and relevant contracts of affiliated companies or operating divisions within the parent company or joint ventures of the parent company when it is reasonable to attribute the experience of these past efforts to the proposed effort and when the document clearly demonstrates the resources (e.g. financial resources, overall oversight and management or other resources) of the parent or affiliated division will meaningfully affect performance of the instant acquisition. Information on these projects shall be provided as described above and shall identify the names of the firms and their roles in the specific project

B. **OFFERORS CONSTRUCTION PROJECT LISTING**

The offeror shall complete Section L.23, Attachment 5, Offeror's Construction Project Listing, for all construction projects completed within the last 3 years.

C. **PAST PERFORMANCE QUESTIONNAIRES:**

Offerors shall complete Section 1 (Contract Identification) of the Past Performance Questionnaire and provide it to the Government as part of the proposal submission.

Offerors shall submit the Past Performance Questionnaire Sections II and III and the Cover Letter to each past performance Contracting Officer (or customer contact equivalent) and Project Manager (or customer contact equivalent) identified in its Past

Performance Information Summary. **Sections II and III of the questionnaire shall be completed ONLY by the contract customer.** The contract customer shall complete section II and III of the Past Performance Questionnaire and shall submit it directly to NASA/JSC (see address below) by the proposal submittal date identified in the solicitation (Section L.16, B - Submission of Offers). **Past Performance Questionnaires will not be accepted from Offerors. Questionnaires must come directly from the Offeror's contract customer.**

Offerors with no previous past performance shall so state in the past performance section of its proposal. Offerors with no previous past performance will receive a neutral evaluation.

The Offeror bears the burden of providing relevant and timely references with accurate and current telephone numbers and addresses. The Offeror is responsible for ensuring that the questionnaires issued by them are completed by the contract customer and submitted directly by the contract customer to NASA, Johnson Space Center, at the address listed below, no later than the proposal submittal date designated in the solicitation (Section L.16, B - Submission of Offers). **Faxed Or E-mailed Past Performance Questionnaires Will Not Be Accepted.**

**NASA Johnson Space Center
Attn: John Clayborne
Mail Code: BJ3
2101 NASA Parkway
Houston, Texas 77058-3696
Telephone: 281-243-7077**

Offerors are notified that the Government may use any additional sources of information available to it regarding the Offeror's relevant experience and past performance and consider the information thus obtained as part of this evaluation.

In accordance with FAR 15.305 (a) (2) (ii) the Offeror is authorized to provide information on problems encountered on the identified contracts and the Offeror's corrective actions.

SECTION II

D. SAFETY, HEALTH AND ENVIRONMENTAL PAST PERFORMANCE SUPPLEMENT:

A past performance evaluation on each offeror's overall safety, health and environmental program as it relates to recent and relevant contracts identified in the offeror's Past Performance Information Summary will be performed. Offerors shall provide the following:

- (1) Current and previous two year records of the firm's OSHA recordable injuries and illnesses. These records shall include, as a minimum, 1 copy of each year's OSHA logs (Forms 300 and 300A), or equivalent data, as required by Title 29 of the Code of Federal Regulations, Section 1904.5(d) including the applicable NAICS code, the number of employees at the worksite and the calculated OSHA recordable frequency rate.
- (2) Independently documented evidence of your firm's current and previous two years designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's

Compensation Insurance. Firm shall authorize the listed insurance carriers to respond to Government inquiries regarding the firm's past safety performance. A letter from the insurance carrier shall summarize the firm's liability and lawsuit history related to safety and health performance for the past three years including a history of any changes to the experience modifier rate.

- (3) Provide information disclosing all federal, state, and local (city-county) environmental regulatory violations, non-compliances, and enforcement actions received in the past three (3) years, whether closed or pending final disposition. This includes violations of federal, state, and local asbestos program regulations, where the regulatory authority may be other than the EPA or a state environmental agency, e.g. a state-county-city department of health.

L.21-2 PRICE (FOR MODEL TASK ORDER "BLDG. 417 E-85 FUEL DISPENSING SYSTEM") - VOLUME II

Offerors shall complete Section L.23, Attachment 4 - Pricing Form(s), for the prime and any subcontractors. A Pricing Form shall be submitted for the CLIN(s) as stated in the Task Order. Offerors are required to propose on all CLIN(s); **partial proposals or alternate proposals will not be accepted**. The pricing forms shall have an original signature by an individual authorized to bind your company.

L.21-3 TECHNICAL PROPOSALS AND OTHER REQUIRED DOCUMENTATION FOR AWARD – VOLUME III

A. Technical Proposal

Section I

- (a) Bonding Capacity (\$1 million per project and \$5 million aggregate)

The offeror shall provide a letter, from an approved surety, stating the offeror has **both** a current bonding capacity for this acquisition of \$1 million per project **and** \$5 million for the aggregate project amount. The letter shall include the name and telephone number of the Bonding Company(s). Such bonding capacity should meet the requirements of FAR 52.228-15.

B. Other Required Documentation for Award

Section II

- (a) Model Contract

Offerors shall submit **without bindings** (except as noted below), two original signed copies of the model contract signed by an authorized representative of the offeror. The offeror shall submit the following:

- (1) Sections A (Fully Executed Original SF 1442 for the model contract) through K (Representations and Certifications)
- (2) Complete Section K, 52.204-8 Annual Representations and Certifications paragraph (d) and on-line at the Online Representations and Certifications Application (ORCA)

website as required by FAR Provision 52.204-8, Annual Representations and Certifications, incorporated in full text in Section K of this solicitation.

Note: The offeror shall annotate changes or N/A, as applicable, in paragraph "d" and shall return the document with the model contract.

- (3) Acknowledgement of amendments via one of the following methods:
 - i. SF 1442 blocks 19 through 20c
 - ii. SF 30 blocks 8 and 15a through 15c
 - iii. Separate letter or telegram which includes a reference to the solicitation and amendment numbers
- (4) Safety and Health Plan (With bindings)

Section III

- (b) Model Task Order ("Bldg. 417 E-85 Fuel Dispensing System")(Ref. L.23, Attachment 3)

Offerors shall submit **without bindings**, two original signed copies of the model task order signed by an authorized representative of the offeror. The offeror shall submit the following:

- (1) SF 1442 (Fully Executed Originals for the model task order) and Task Order Fill-ins (Section 2)
- (2) Bid Bond with raised seal

L.22 PLACE OF PERFORMANCE

The primary work locations for this contract are in Houston, TX at the NASA Johnson Space Center, Ellington Field (EF) and Sonny Carter Training Facility (SCTF). In addition, in order to provide for maximum flexibility, intermittent minor construction work may be required at the White Sands Test Facility (WSTF) located in Las Cruces, New Mexico.

L.23 ATTACHMENTS TO SECTION L

Section L is supplemented with the following Attachments:

ATTACHMENT 1 – Government's Construction Project Summary

ATTACHMENT 2 – Past Performance Questionnaire and Cover Letter – 8(a) Multiple Award Indefinite-Delivery Indefinite-Quantity General Construction Contracts-Minor Projects

ATTACHMENT 3 – Model Task Order Solicitation

ATTACHMENT 4 - Pricing Forms

ATTACHMENT 5 – Offeror's Construction Project Listing

L.23 ATTACHMENT 1 - GOVERNMENT CONSTRUCTION PROJECT SUMMARY

L.23 ATTACHMENT 1 – GOVERNMENT CONSTRUCTION PROJECT SUMMARY

The list of projects below was ordered under the predecessor 8a General Construction multi-award IDIQ contracts. The project values include the basic task order award plus modifications to awards.

Project Title	Period of Performance	Total Project Value
Tire Shop	8/09/2006 – 11/09/2006	\$220,884.00
Rehab Exchange	9/21/2006 – 3/21/2007	\$1,859,700.44
Bridge Demo	9/20/2006 – 3/20/2007	\$479,777.00
Construct Sheriff Shed	8/28/2006 – 5/28/2007	\$230,500.00
Bldg, 3, 11, 207, Phase 1	9/03/2004 – 9/3/2005	1,041,114.00
Bldg 265 Addition	10/26/2007 – 10/31/2009	1,373,151.38

The list of projects below was ordered under the current full and open General Construction multi-award IDIQ contracts. The project values include the basic task order award plus modifications to awards. A portion of these tasks might be examples of possible future 8a GC contract tasks.

Project Title	Period of Performance	Total Project Value
Bldg 17 Lobby	5/02/2008 – 1/16/2009	\$167,829.00
Bldg 90G and Rocket Park	6/19/2008 – 5/13/2010	\$1,971,363.00
Bldg 32 Upgrade Cranes	8/11/2008 – 5/28/2010	\$1,452,690.75
Hurricane Ike TO	9/17/2008 – 4/26/2010	\$2,100,000.00
Bldg 1, 9 th floor Remodel	6/26/2009 – 5/26/2010	\$2,017,424.02
Bldg 100 Partial Remodel	6/24/2009 – 3/15/2010	\$424,775.51
Bldg 1 Lobby Remodel	2/01/2010 – 11/01/2010	\$547,176.00
Bldg 1, 8 th floor Remodel	1/08/2010 – 6/01/2010	\$338,208.00

The following table represents examples of possible future construction projects.

Project Title
Bldg 5 Roof
Bldg 35 – Partially Refurbish B-35 to relocate IRD Media Personnel from Bldg 8
Bldg 8 – Partially Refurbish B-8 2 nd Floor To House Flight Physicians

L.23 ATTACHMENT 2 – PAST PERFORMANCE QUESTIONNAIRE AND COVER LETTER

L.23 ATTACHMENT 2 PAST PERFORMANCE QUESTIONNAIRE and COVER LETTER (Ref. L.21-1, C)

Complete one set of letters and forms for each Past Performance reference. Additional space or blank sheets may be added to answer any question.

Transmittal Letter to Accompany Past Performance Questionnaire

FROM: [Insert Company Official Name, Title, and Company Name]
SUBJECT: Past Performance Questionnaire for Contract(s):

[Insert Company Name] is currently responding to NASA Johnson Space Center's (JSC's) Request for Proposal (RFP) for the "8(a) Multiple Award Indefinite-Delivery Indefinite-Quantity General Construction Contracts-Minor Projects". This RFP requires offerors to identify customers and solicit their response regarding [Insert Company Name] performance. [Insert Company Name] is providing present and past performance data to NASA/JSC relating to our performance on contract [Insert contract name/number] and have identified [Insert name of reference] as the point of contact for this contract.

The RFP instructs that offerors provide customers with the attached questionnaire. Please complete the questionnaire and submit it by **September 2, 2010** directly to the JSC Contracting Officer. The requested data must be submitted by mail to :

NASA Johnson Space Center
BJ3/John Clayborne
2101 NASA Parkway
Houston, TX 77058

The information contained in the completed Past Performance Questionnaire is considered sensitive and cannot be released to [Insert Company Name]. Please direct any questions about the acquisition or the attached questionnaire to the JSC point of contact identified above.

Thank you,
[Insert Company Official Name and Title]

SECTION I. CONTRACT IDENTIFICATION (To be completed by Offeror)	
1.	Contractor (Company/Division/Mailing Address):
2.	Contractor Cage Code: _____
3.	Contractor Tax ID Number: _____
4.	Contractor DUNS Number: _____
5.	Contract Name: _____
6.	Contract Number: _____
7.	Contract Type: _____
8.	Product/Service Description:
9.	Period of Performance (basic and any options): _____
10.	During this contract period of performance, this firm was the:
	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Significant Subcontractor <input type="checkbox"/> Team Member <input type="checkbox"/> Other (please describe)
11.	Does a corporate or ownership relationship exist between the contractor being evaluated and your organization?
	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, please describe the relationship:
12.	Unusual contract features or conditions (such as contract type, special contract arrangements, technical requirements, etc.):

SECTION II. PAST PERFORMANCE EVALUATION (To be completed by Contract Customer Only)

Based on your knowledge of the contract identified above, please provide your assessment of how well the contractor performed on each of the following questions. It is very important to keep in mind that only performance in the *past 3 years* is relevant.

Please rate the contractor as described below. Please give a short narrative as to why you chose the adjective you did, especially for those answers that are other than “satisfactory”.

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

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

SATISFACTORY(3): Performance meets or met contractual requirements. The contractual performance reflects or reflected some minor problems. Corrective actions being taken by the contractor appear to be effective or Corrective actions taken were effective.

VERY GOOD (4): Performance meets or met contractual requirements and exceeds or exceeded some of your company’s expectations. The contractual performance reflects or reflected some minor problems and corrective actions being taken by the contractor appear to be effective or Corrective actions taken were effective.

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

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

Please Rate the Overall Performance of Each Contractor Project Management Team Member

Project Manager	1	2	3	4	5	N/A
Safety Manager	1	2	3	4	5	N/A
Quality Control Manager	1	2	3	4	5	N/A
Superintendent	1	2	3	4	5	N/A

Additional Comments: _____

Please Rate the On-Site Accessibility of Each Contractor Project Management Team Member

Project Manager	1	2	3	4	5	N/A
Safety Manager	1	2	3	4	5	N/A
Quality Control Manager	1	2	3	4	5	N/A
Superintendent	1	2	3	4	5	N/A

Additional Comments: _____

Please Rate the Responsiveness of the Contractor’s Project Management Team in the following areas:

Ability to Provide Immediate (One Hour Response Time) Presence at Job Site(s) for Resolution of Problems	1	2	3	4	5	N/A
Ability to Identify Problems in a Timely Manner	1	2	3	4	5	N/A
Ability to Propose Acceptable Solutions to Problems in a Timely Manner	1	2	3	4	5	N/A
Ability to Work Effectively with Customer Team Members	1	2	3	4	5	N/A
Ability to Resolve Problems without Customer Direction/Intervention	1	2	3	4	5	N/A

Ability to Manage and Control Employee Access to Restricted Areas	1	2	3	4	5	N/A
Ability to Protect Customer's Critical Resources From Theft or Damage	1	2	3	4	5	N/A
Composition of Project Management Team (Adequate Number of Managers)	1	2	3	4	5	N/A
Flexibility to Accommodate Facility Operation Changes	1	2	3	4	5	N/A

Additional Comments:

Please Rate the Effectiveness of the Contractor's Safety Program:

Safety Program Ensures Safe Work Environment with Low Mishap Rates	1	2	3	4	5	N/A
Contractor Understands and Complies With Contract Safety Requirements	1	2	3	4	5	N/A
Contractor Maintains a Safety Record with Low or High EMR and DART Rates	1	2	3	4	5	N/A
Contractor's Initial Safety Plan Required Little or No Substantial Revisions Prior To Approval	1	2	3	4	5	N/A
Job Site Safety and Health Practices Were Well Controlled and Managed	1	2	3	4	5	N/A
Accidents/Incidents Were Reported, Investigated, and Appropriate Corrective Actions Were Taken	1	2	3	4	5	N/A
Subcontractors' Safety and Health Practices Were Controlled and Managed Effectively By the Prime Contractor	1	2	3	4	5	N/A

Timely and Effective Resolution of Safety Discrepancies 1 2 3 4 5 N/A

Additional Comments:

Please Rate the Effectiveness of the Contractor's Quality Program:

Contractor Develops and Adheres To Construction Schedules 1 2 3 4 5 N/A

Contractor Meets Contractual Completion Dates For Performance 1 2 3 4 5 N/A

Contractor Provides Quality and Timely Task Order/Project Deliverables With First Time Approval 1 2 3 4 5 N/A

Contractor Performs Work in Occupied Areas with Little or No Disruption to Occupants 1 2 3 4 5 N/A

Punchlist Items at Final Inspections Are Few, Minor, and Promptly Corrected 1 2 3 4 5 N/A

Contractor Corrects Discrepancies In A Timely Manner, In Accordance With Its Quality Control Procedures, And With Little or No Customer Assistance 1 2 3 4 5 N/A

Additional Comments:

Please Rate the Contractor's Compliance with Environmental Regulations/Laws:

Contractor Compliance with Environmental Regulations/Laws 1 2 3 4 5 N/A

Additional Comments:

Please Rate the Contractor's Ability to Provide Adequate Resources to Successfully Perform the Work:

Competent Skilled Workers	1	2	3	4	5	N/A
Vehicles	1	2	3	4	5	N/A
Equipment	1	2	3	4	5	N/A
Supplies	1	2	3	4	5	N/A
Tools	1	2	3	4	5	N/A
Financial Resources	1	2	3	4	5	N/A
Performed At Last 15% Of The Work, Excluding Materials, With Its Own Employees	1	2	3	4	5	N/A

Additional Comments:

Please Rate the Contractor's Ability to Comply With the Technical Requirements of the Contract:

General Provisions	1	2	3	4	5	N/A
Site Work	1	2	3	4	5	N/A
Concrete & Masonry	1	2	3	4	5	N/A
Steel Fabrication & Erection	1	2	3	4	5	N/A
Roofing, Flashing, Insulation Work	1	2	3	4	5	N/A
Finishes & Specialties	1	2	3	4	5	N/A
Asbestos Abatement	1	2	3	4	5	N/A
Fire Detection & Suppression	1	2	3	4	5	N/A
Mechanical, HVAC & Plumbing	1	2	3	4	5	N/A
Electrical	1	2	3	4	5	N/A
Demolition/Clean-up	1	2	3	4	5	N/A
Cooperative Flexibility with Facility Operations	1	2	3	4	5	N/A

Additional Comments:

Please Rate the Contractor's Ability to provide Complete, Accurate, Timely Submission of Contract Deliverables that Met Specified Requirements:

Shop Drawings	1	2	3	4	5	N/A
Material Submittals	1	2	3	4	5	N/A
Material Resubmittals	1	2	3	4	5	N/A
Delivery of Long lead items	1	2	3	4	5	N/A
Progress Reports	1	2	3	4	5	N/A
Project Close Out Documentation (i.e., Release of claims, As-Built, O&M Manuals, Warranties)	1	2	3	4	5	N/A

Additional Comments:

Please Rate the Contractor's Subcontract Management Abilities:

Ability to Schedule and Manage Subcontractors for Optimum Contract Performance	1	2	3	4	5	N/A
Adequate Supervision of Subcontractors	1	2	3	4	5	N/A
Achievement of Contract SDB Subcontracting Goals (if applicable)	1	2	3	4	5	N/A
Achievement of Contract Monetary Targets For SDB Participation (if applicable)	1	2	3	4	5	N/A
Compliance with Submission of FAR Part 1 19.1202-4(b) Notifications (if applicable)	1	2	3	4	5	N/A

Additional Comments:

Please Rate the Contractor's Contract Administration Abilities:

Ability to Obtain and Maintain Required Payment And Performance Bonds Throughout Contract Performance	1	2	3	4	5	N/A
Compliance with Contract Insurance Requirements	1	2	3	4	5	N/A
Timely Submission of Weekly Payrolls; Responsiveness to Contracting Officer's Requests for Information	1	2	3	4	5	N/A
Submission of Task Order Proposals on A Regular or Recurring Basis; Submission Of Competitively Priced (Fair and Reasonable) Task Order Proposals	1	2	3	4	5	N/A
Compliance with Davis Bacon Act And Other Labor Requirements	1	2	3	4	5	N/A
Quick Resolution of Davis Bacon Act Violations/Discrepancies (if applicable)	1	2	3	4	5	N/A
Prompt Payment of Employees on a Regular Basis	1	2	3	4	5	N/A
Quick Resolution of Employees Non-Payment Issues (if applicable)	1	2	3	4	5	N/A
Prompt Payment of Subcontractors/ Suppliers on a Regular Basis	1	2	3	4	5	N/A
Quick Resolution of Subcontractor/ Supplier Non-Payment Issues (if applicable)	1	2	3	4	5	N/A

Additional Comments:

Has the contractor's performance required the issuance of any cure notices/show cause, or terminations for cause or for default? YES NO N/A

(If YES, Please Explain)

Would you select this Contractor again? YES NO

(If NO, Please Elaborate)

ANY ADDITIONAL COMMENTS/REMARKS:

SECTION III. RESPONDENT INFORMATION (To be completed by Contract Customer Only)

A. Name of Evaluator: _____

B. Agency/Company Name and Mailing Address:

C. Position Title: _____

D. Role in the Program/Contract: _____

E. Telephone Number: _____

F. Facsimile Number: _____

G. E-Mail Address: _____

H. Length of Involvement in Program/Contract: _____

I. Date Questionnaire Completed: _____

Signature

Date

L. 23 ATTACHMENT 3 – MODEL TASK ORDER SOLICITATION

SECTION 1 – DESCRIPTION OF WORK AND TRANSACTIONS

The Contractor shall provide all labor, materials, equipment and supervision necessary for the performance of general construction for the project entitled “Bldg. 417 E-85 Fuel Dispensing System” at Johnson Space Center. All work shall be accomplished in accordance with the Specifications, Drawings, Terms and Conditions of the Master Contract and this Task Order, Davis Bacon Wage Determination, and Approved Site Specific Safety and Health Plan.

CLIN 1 - BASE BID

Purchase and installation of a 10,000 gallon pre-packaged Ethanol E85 fleet fuel dispensing unit for self-service unattended operation. The project location is on the east side of Bldg 417 (garage). The system will include a fuel management system with software to allow authorization and tracking. The completed system will be protected from vehicle damage by guard posts.

The existing 1,000 – gallon E85 system including fuel dispensing unit and fuel management unit will be isolated, emptied, decontaminated and moved to another location for storage at JSC. The existing guard posts will be removed.

SECTION 2 - CONTRACT TERMS AND CONDITIONS

2.1 FIRM-FIXED PRICE

Total

CLIN 1 – Base Offer

\$ _____

The Total Firm-Fixed Price of this Task Order (CLIN 1) is

\$ _____

The Government will make a determination regarding which Contract Line Item Numbers (CLINs) (also identified as options or alternates) will be awarded based on funding available and best value to the Government.

2.2 ALLOWANCE FOR DELAYS

(a) Work at the Johnson Space Center is subject to frequent and extended delays due to shuttle launches, mission simulations, and security requirements. In addition to more typical delays, certain construction activities such as excavation, transporting heavy equipment, and utility outages, may be prohibited during shuttle launches and mission simulations. Furthermore, security delays are likely for as long as JSC is operating under heightened security conditions. The Contractor may experience delays caused by the Government and other factors beyond the Contractor's control. Additional time is included in the project performance period to allow for a specified number of days of delay due to these causes. Normally, contract extensions will not be granted unless the contractor has:

- (4) Promptly notified the Contracting Officer of each delay as experienced with supporting evidence as necessary,
- (5) Demonstrated actual delay to its effort and not merely a restriction of work,
- (6) Demonstrated that the contractor was not experiencing other delays within its control, and was able and willing to perform the scheduled work which could not be performed solely due to the government delay,
- (4) Shown that the delay days allotted in the performance period have been exceeded, and
- (5) Met the conditions specified in the applicable contract terms and conditions relating to extensions of the contract performance period.

(b) A current Mission Schedule (subject to change) is included as Attachment 3.1 "Center of Operations Directorate Mission Update" identified in Section 3, Attachments. The number of days allowed for Government delays is **30 days**. No extension of time will be given until these days have been exceeded. Contractor should expect security delays of up to 45 minutes when entering the site and allow for those delays, as no contract extension will be granted for these delays.

(End of clause)

2.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 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 150 Calendar Days After The Noticed To Proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

2.4 52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION. (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$205 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

2.5 PRINCIPAL PLACE OF PERFORMANCE

The effort required under this Task Order shall be performed at NASA-Johnson Space Center, Houston, Texas.

(End of clause)

2.6 FILL-INS FOR FAR 52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE 1 (JUL 1995), INCORPORATED BY REFERENCE:

(b) The Offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL
(IF NONE, STATE SO)

Identification No.

2.7 CONTRACT ADMINISTRATION DATA

A. SUBMISSION OF INVOICES - PROGRESS PAYMENTS AND CORRESPONDENCE_

1) Addressing Invoices - Progress Payments:

The request for progress payments shall cite the Task Order number, **NNJ10JF61T**, the total amount of the contract through the last modification, and the amount of payment requested. All progress payments shall be submitted to the following:

1. Original
NSSC – FMD Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
Fax: 866-209-5415
Email: NSSC-AccountsPayable@nasa.gov
2. Copy
NASA Johnson Space Center
BJ3/John Clayborne/Mail Code: BJ3
2101 NASA Parkway
Houston, TX 77058-3696

In the event that amounts are withheld from payment in accordance with the New Technology Clause or other provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

THE TIME OF 14 DAYS FOR PAYMENT SHALL BEGIN WHEN INVOICE IS RECEIVED AT THE DESIGNATED ADDRESS (Address 1) ABOVE.

2) Addressing Correspondence:

The Contractor shall submit an **ORIGINAL** and **TWO** copies of all correspondence required under the contract clearly marked with the assigned Task Order Number **NNJ10JF61T**.

The **ORIGINAL** and **ONE** copy of the correspondence shall be clearly marked with the assigned Government Task Order Number **NNJ10JF61T** and addressed to the Contracting Officer's Technical Representative's (COTR) address as follows:

-
NASA Johnson Space Center
Attn: Lindsey Foreman
Mail Code JM211
2101 NASA Parkway
Houston, TX 77058-3696

ONE copy of **ALL CORRESPONDENCE** shall be transmitted directly to the Contract Specialist – BJ3/John D. Clayborne

3) Technical Data:

The Contractor shall submit **SIX COPIES** of all shop drawings, test reports, equipment data sheets, and any other technical data with five copies of transmittal sheet, JSC Form 262

(August 1993). All samples shall be forwarded to the address of the COTR and clearly indicate the Government assigned task order number.

(End of clause)

2.8 PROJECT SPECIFIC SAFETY AND HEALTH PLAN REQUIREMENTS

The awardee, as an addendum to its Safety and Health Plan in the basic contract, shall submit a Project Specific Safety and Health Plan to the JSC Contracting Officer prior to issuance of the Notice to Proceed. The Project Specific Safety and Health Plan shall be completed in accordance with NFS Clause 1852.223-73, Specification Section 01 41 00.00, Contractor's Safety and Health Program, and JSC Safety and Health Handbook at <http://jschandbook.jsc.nasa.gov/>, for instructions that outline the firm's safety and health program, policies, and procedures. Approval by the authorized NASA officials is required prior to the commencement of work.

Work shall not begin until the Safety and Health Plan is approved by the NASA, JSC Safety Team.

A letter from the Contractor stating compliance with these provisions is not acceptable.

(End of clause)

SECTION 3 – ATTACHMENTS

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

3.1 CENTER OPERATIONS DIRECTORATE (COD) MISSION UPDATE

3.2 GENERAL DECISION NUMBER: TX20100055 (DAVIS-BACON WAGE DETERMINATION)

3.3 SITE SPECIFIC SAFETY AND HEALTH PLAN (TO BE INCORPORATED UPON APPROVAL AFTER AWARD OF TASK ORDER)

3.4 SPECIFICATIONS AND DRAWINGS

SECTION 3 – ATTACHMENT

3.1 CENTER OPERATIONS DIRECTORATE (COD) MISSION UPDATE

COD MISSION UPDATE SCHEDULE FOR 2010/11

FACILITY MANAGEMENT & OPERATIONS DIVISION PLANNING SCHEDULE
Last updated on 07/12/2010

<u>FLIGHT</u>	<u>LAUNCH</u>	<u>LANDING</u>	<u>SHUTTLE</u>	<u>COD MISSION MANAGER/ALT</u>
STS-133	NET 11/1/2010	TBD	DISCOVERY	TB-MM/LDL-AMM
STS-134	NET 2/26/2011	TBD	ENDEAVOUR	LDL-MM/TB-AMM
STS-135				

All flight dates are based on Central Standard or Daylight Time.

*-Indicates revision, **NET**-no earlier than, **UR**-under review, **TBD**-to be determined

MM-Mission Manager; **AMM**-Alternate Mission Manager; **BUMM**-Back-up Mission Manager; **TB**-Tom Beck; **MM**-Melissa McKinley; **LDL**-Lance D. Lovejoy

UPDATE.doc
Revised 07-12-2010

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Truck Mechanics

GROUP 2 - Lowboy, rollagon or similar type equipment

GROUP 3 - A-Frame, Gin pole, Tandem float (4 & 5 axle) , rubber- tired tractor, fork lift, winch truck, track truck equipment, stringing truck

GROUP 4 - Single axle float (3 axle), flat bed truck (3 axle) dump truck (3 axle), skid truck (3 axle), hot pass (2 axle), Flat bed truck (2 axle) dump truck (2 axle), skid truck (2 axle) water truck (2 axle), pick up, bus jeep, staion wagon, swamp buggy or similar type equipment.

GROUP 5 - Stringer bead & hot pass (2 axle, flat bed truck (2 axle), dump truck (2 axle), skid truck (2 axle), water truck (2 axle), pick-up, bus jeep, station wagon, swamp buggy or similar type equipment.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Backhoe, dragline, clam, crane, ditching machine, side booms (except those in GROUP 2), mechanic, operator on dredges, bulldozer, cleaning machine, coating machine, back filler, motor grader, end loader (3 yd. & over), blending machine, wate-kote machine, equipment welder, track tractor

GROUP 2 - Pipe dream, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor,, farm tractor, road boring machine, end loader (under 3 y.d), fork lift (industrial type), pot fireman (power agitated); straightening machine, boring machine, bombardier (track or tow rig), mobile lubrication & service engineer, hydrostatic testing operator, rollagon or similar type equipment

GROUP 3 Fuel man, oiler or swamper (on trenching machine or shovel- type equipment)

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 (29CFR 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. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

SECTION 3 - ATTACHMENT

**3.3 SITE SPECIFIC SAFETY AND HEALTH PLAN (TO BE INCORPORATED UPON
APPROVAL BY NASA, JSC SAFETY TEAM)**

SECTION 3 - ATTACHMENT

3.4 SPECIFICATIONS AND DRAWINGS

The specifications and drawings for the “Bldg. 417 E-85 Fuel Dispensing System” are hereby incorporated by reference.

SECTION 4 – INSTRUCTIONS TO OFFERORS

4.1 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name:	John D. Clayborne	Phone:	281-483-7077
Address:	2101 NASA Parkway	Fax:	281-483-9741
	Mail Code: BJ3	Email:	john.d.clayborne@nasa.gov
	Houston, TX 77058-3696		

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

Questions regarding this solicitation are due to the Government Representative no later than August 30, 2010, at 2:00 p.m. Central Daylight Time.

(b) Questions or comments should be submitted by the date above to allow for analysis and dissemination of responses. Late questions or comments are not guaranteed a response prior to the proposal due date. The Contracting Officer will issue a written amendment to this solicitation to answer questions. Offerors are ENCOURAGED to submit questions **prior to** the Pre-proposal Conference/Site Visit.

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

(End of provision)

4.2 1852.228-73 BID BOND. (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)

4.3 1852.236-74 MAGNITUDE OF REQUIREMENT. (DEC 1988)

The Government estimated price range of this project is between **\$100,000** and **\$250,000**.

(End of provision)

4.4 INSTRUCTIONS TO OFFERORS -REQUIRED CONTENT OF OFFERS

Please provide two (2) original copies of your proposal. The Offerors' proposal should be organized as detailed below under 4.5 Proposal Requirements. DO NOT submit proposals in binders or any type of binding.

4.5 PROPOSAL REQUIREMENTS

Offerors are required to provide information responsive to the items set forth below. This information is required for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation approach detailed in 4.6 Proposal Evaluation.

4.5.1 TECHNICAL ACCEPTABILITY

The following data is required and will be used by the Government to determine Technical Acceptability of the proposal.

Bid Bond

A 20% bid bond is required for the Task Order and must be submitted with the Offerors' proposal in accordance with NFS 1852.228-73. The original bond shall be clearly marked as "original" with a raised seal. A single bond may be supplied.

4.5.2 PRICE

Offerors shall complete the Pricing Forms in L.23 Attachment 4, for the prime and any subcontractors for the base offer. A Pricing Form shall be submitted for each CLIN(s) stated in the Task Order. Offerors are required to propose on all CLINs, **partial proposals or alternate proposals will not be accepted**. The pricing forms shall have an original signature by an individual authorized to bind your company.

4.5.3 EXECUTED STANDARD FORM 1442 AND COMPLETED TASK ORDER FILL-INS

Offerors shall submit a fully executed Standard Form 1442 with their proposals executed by an official authorized to bind your company. In addition, Offerors shall complete all applicable fill-ins in "Section 2 – Contract Terms and Conditions" of the Task Order.

4.6 PROPOSAL EVALUATION

This procurement will be conducted utilizing the source selection approach of Lowest Price Technically Acceptable. Proposals that are determined to be Technically Unacceptable will not be considered for award.

Proposals will be evaluated and determined Technically Acceptable or Technically Unacceptable in accordance with the evaluation criteria identified below. Proposals that fail to include required proposal data will be determined Technically Unacceptable.

Award will be made on the basis that the lowest evaluated price of proposal(s) meets or exceeds the Technical Acceptability requirements.

4.6.1 TECHNICAL ACCEPTABILITY

Bid Bond

The Offerors' proposal will be evaluated to ensure that a bid bond was submitted in accordance with NFS 1852.228-73. The original bond shall be clearly marked as "original" with a raised seal.

4.6.2 PRICE

This is a firm fixed price Task Order.

The Offerors' proposed price for this Task Order will be evaluated for price reasonableness to ascertain if the proposed price is reasonable for the work to be performed and reflect an understanding of the Task Order requirements.

A price analysis will be conducted in accordance with FAR 15.305(a) (1). Price analysis is described at FAR 15.404-1(b). This analysis is done to ensure that the proposed prices are reasonable for the amount and type of work performed.

4.6.3 EXECUTED STANDARD FORM 1442 AND COMPLETED TASK ORDER FILL-INS

The Government will evaluate the Offerors' proposal to ensure a fully executed Standard Form 1442 was submitted and executed by an official authorized to bind your company. In addition, the Offeror's proposal will be evaluated to ensure that all applicable fill-ins have been completed.

4.7 52.236-27 SITE VISIT (CONSTRUCTION). (FEB 1995) - ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for **August 23, 2010 from 9:00 a.m. to 1:30 p.m. Central Daylight Time at the Gilruth Center, Alamo Ballroom, NASA, Johnson Space Center, Houston, TX 77058.**

Additional Information:

All Offerors shall limit its attendees to this Pre-Proposal Conference and Site Visit to **five (5) individuals** representing the prime contractor's project team.

Offerors are advised to notify the contract specialist by e-mail no later than **2 days before** the Pre-Proposal Conference/Site Visit to confirm attendance and specify the names of the attendees from their respective companies. The e-mail shall contain the legal name of the individual as listed on their Drivers License, and shall state if the individual is a US citizen. If the Offeror fails to contact the government representative listed under 4.1 "Communications Regarding This Solicitation" 2 days before the Pre-Proposal Conference/Site Visit, **clearance will not** be granted to the individual to attend the Pre-Proposal Conference/Site Visit.

On the day of the Pre-Proposal Conference/Site Visit, Offerors must report to Building 110 for badging and clearance. Specify to the attendant in Building 110 that you are attending the Pre-Proposal Conference for this project and ask that the Contract Specialist (**John D. Clayborne, 281-483-7077**) be contacted for clearance onto the site. You may need to provide the solicitation number to the security office.

4.8 SUBMISSION OF OFFERS

Offers shall be submitted **no later than 2:00 p.m. Central Daylight Time on September 16, 2010.**

Proposals must be marked and delivered in accordance with 4.9 Proposal Marking and Delivery.

4.9 JSC 52.215-109 PROPOSAL MARKING AND DELIVERY. (JUN 2007)

(a) Methods of Proposal Delivery

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service
Commercial Delivery Service
Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the Standard Form 26, 33, 1442 etc. of the solicitation.

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposals packages must include the solicitation number, the contracting officer’s name, mail code/stop, and the offeror’s name and address clearly marked on the outside of the package.

The offeror shall include a notice on the cover of the proposal package as follows:
“NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR—ENTER DATE AND TIME).”

(c) Delivery Address

Proposals must be delivered to the address/location specified on the Standard form 26, 33, 1442, etc. of the solicitation.

Proposals submitted by commercial delivery service or hand carried packages must be delivered to:

- NASA Johnson Space Center
- 2101 NASA Parkway
- Houston, TX 77050-3696
- Central Receiving, Bldg 421

JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard. Offerors are cautioned that the delivery process may require an hour or more for packages to be screened through security and subsequently transported and delivered by the Offeror at the designated building while being accompanied by an employee of the U.S. Government. After 1:30 p.m., local time, incoming packages cannot be screened until the following business day. Any attempt by an Offeror to deliver a proposal on a weekend or a Federal holiday shall be coordinated through the Contracting Officer at least 48 hours prior to

the planned delivery date. The Offeror is encouraged to notify the Contracting Officer one day in advance of the proposal submission.

(End of provision)

4.10 52.236-28 PREPARATION OF PROPOSALS-CONSTRUCTION. (OCT 1997)

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

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

- (1) Lump sum price;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

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

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

(End of provision)

4.11 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:

<https://www.acquisition.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

NOTICE: The following provisions are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>Provision No.</u>	<u>Title</u>
52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004)
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999): - Goals for minority participation for each trade: <u>27.3%</u> - Goals for female participation for each trade: <u>6.9%</u>
52.225-10	Notice of Buy American Act Requirement—Construction Materials (Feb 2009)
52.228-1	Bid Guarantee (Sep 1996)
52.233-2	Service of a Protest (SEP 2006)

4.12 AVAILABILITY OF SPECIFICATIONS AND DRAWINGS

Offerors should note that Specifications and Drawings are not available electronically and must be requested by the Offeror. These documents may be purchased by contacting the following:

A&E – The Graphics Complex
3232 Chimney Rock
Houston, TX 77056
713.977.6363

Locations and driving directions can be found at:

<http://www.aecomplex.com/about/locations.asp>

Request should identify the project title, “Bldg. 417 E-85 Fuel Dispensing System” at the NASA/Johnson Space Center.

Additionally, Specifications and Drawings may be viewed at the following locations:

Associated Builders and Contractors

Attn: Plan Room Coordinator
3910 Kirby, Suite 131
Houston, TX 77098
Phone: 713-523-6222

Associated General Contractors of America

Attn: Planning Room
3825 Dacoma
Houston, TX 77092
Phone: 713-843-3700

NASA Johnson Space Center

Attn: Cheryl Harrison
Charles Williams
Industry Assistance Office
(Bldg. 111)
2101 NASA Parkway
Houston, TX 77058
Phone: 281-483-4511

(End Task Order Solicitation)

L.23 ATTACHMENT 4 – PRICING FORMS

PRICING FORM - CONTRACT LINE ITEM #1 - BASE OFFER

DATE: _____ Offeror Name _____

Offendor Signature: _____ Phone: _____

PROPOSAL BREAKDOWN (please enter whole dollars only)									
CATEGORIES	SUBCONTRACTORS***				GENERAL (PRIME)				
	%	Mat.	Labor	Other	Total	Mat.	Labor	Other	Total
Division 01 - Gen. Conditions									
Division 02 - Existing Conditions									
Division 03 - Concrete									
Division 04 - Masonry									
Division 05 - Metals									
Division 06 - Woods, Plastics, & Composites									
Division 07 - Thermal & Moisture Protection									
Division 08 - Openings									
Division 09 - Finishes									
Division 10 - Specialities									
Division 11 - Equipment									
Division 12 - Furnishings									
Division 13 - Special Construction									
Division 14 - Conveying System									
Division 21 - Fire Suppression									
Division 22 - Plumbing									
Division 23 - Heating, Ventilating, & Air Conditioning									
Division 25 - Integrated Automation									
Division 26 - Electrical									
Division 27 - Communications									
Division 28 - Electronic Safety and Security									
Division 31 - Earthwork									
Division 32 - Exterior Improvements									
Division 33 - Utilities									
Division 34 - Transportation									
Division 35 - Waterway and Marine									
Division 40 - Process Integration									
Division 41 - Material Processing & Handling Equipment									
Division 42 - Process Heating, Cooling, & Drying Equipment									
Division 43 - Process Gas and Liquid Handling, Purification and Storage Equipment									
Division 44 - Pollution Control Equipment									
Division 45 - Industry-Specific Manufacturing Equipment									
Division 48 - Electrical Power Generation									
Subcontractor Subtotal Direct Cost									
Subcontractor O/H									
Subcontractor Profit									
General Contractor (Prime) Subtotal Direct Cost Excluding Subs									
Gen. Contractor O/H *									
Gen. Contractor Profit									
Gen. Contractor Commission % **									
Subtotals w/ O/H, Profit, and Commission									
Gen. Contractor Bond %									
Total Price (Prime and Subcontractors)									

*On prime contractor's work with its own forces

**Prime contractor's commission on subcontracted work

***Prime may submit subcontractor breakdowns in sealed envelopes, or subcontractors may submit breakdowns directly to the Contracting Officer by the proposal deadline if they wish to protect their Confidential Business Information from the Prime Contractor. Prime should so note in its proposal and include the total dollar amount of the subcontractor proposal. However, if the required data is not received by the stated deadline, the offer or's proposal may be rejected.

L.23 ATTACHMENT 5 – OFFEROR'S CONSTRUCTION PROJECT LISTING

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

Proposals will be evaluated by the evaluation team in accordance with applicable regulations, which include the FAR and the NFS. The evaluation team will perform the evaluation activities and will report its findings to the Source Selection Authority (SSA) who is responsible for making the source selection decision. Acceptable offers will be evaluated against the evaluation factors and sub-factors as set forth in paragraph M.3 below. Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

(End of provision)

M.2 AWARD WITHOUT DISCUSSIONS

This procurement will be conducted utilizing the performance price trade-off process. In accordance with the Instructions to Offerors-Competitive Acquisition provision, (FAR 52.215-1) of this solicitation, the Government intends to evaluate proposals and award a contract **without discussions** with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Multiple awards will be made as a result of this solicitation.

M.3 EVALUATION FACTORS AND THEIR RELATIVE IMPORTANCE

Pass/Fail – Technical Proposal
Factor 1 – Past Performance
Factor 2 – Price

For those offerors who are determined to be technically acceptable (i.e. pass the Technical Proposal Factor), tradeoffs will be made between past performance and price. Past Performance is significantly more important than Price.

M.4 METHODOLOGY USED FOR PROPOSAL EVALUATION

A. General

The Government will evaluate for unacceptable proposals in accordance with NFS 1815.305-70, Identification of Unacceptable Proposals. The Government will also check Offerors against the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs". Offerors whose proposals are found to be unacceptable or who appear on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs will be eliminated from the competition without further consideration.

In addition to the above, the Government will review proposals for compliance with solicitation instructions.

B. Technical Proposal Evaluation and Other Required Documentation for Award Review

1. Technical Proposal Evaluation (Pass/Fail)

Technical acceptability will be assessed on the baseline requirements identified in (i) below. The evaluation of technical acceptability will be based on a pass/fail basis with assigned ratings of Acceptable (A), Potentially Acceptable (PA), or Unacceptable (U). All subfactors must be passed to be rated Technically Acceptable.

(i) Bonding Capacity

The offerors' bonding documentation will be reviewed to ensure that the Offeror has submitted sufficient and verifiable data that validates the offerors ability to meet the bonding requirements (\$1M per project; \$5M aggregate). Offerors with insufficient bonding capacity will be eliminated from further consideration.

2. Other Required Documentation for Award Review

(1) Model Contract

The model contract will be reviewed to ensure that:

- a. Fully executed originals are received
- b. Section K is filled out and returned; and that complete, current and accurate on-line certifications exist
- c. All amendments are acknowledged
- d. Safety and Health plan is submitted in accordance with the solicitation (Ref. L .18) and is acceptable for award.

(2) Model Task Order

The model task order will be reviewed to ensure that fully executed originals and bid bonds (with raised seals) are received.

C. Past Performance Evaluation:

The Government will accomplish the past performance evaluation, assigning an overall Performance Confidence Assessment rating to the offeror's proposal as follows:

- a. An assessment of recency will be performed. Recency is defined as performance occurring within the last three (3) years of the date of the solicitation, except ongoing projects must have received "notice to proceed" no less than three (3) months from issuance of the Government's RFP.
- b. An assessment of relevancy will be performed. Relevancy is defined as:
 1. Performance efforts involving requirements that are similar or greater in scope, magnitude, and complexity to the requirements described in this solicitation (including Section C, Scope of Work, and L.23, Attachment 1, Government's Construction Project Summary).

2. Past or current experience managing and performing work involving a broad range of general construction skills and complexity such as additions; maintenance and repair projects including partial and total renovations; refurbishments; alterations of buildings, structures and other real property; site work; paving; utilities; structures; electrical, mechanical and plumbing systems; finishes; furnishings/outfitting, and carpentry.
3. Experience managing and performing multiple and concurrent general construction projects in a work environment with special access requirements, "work windows" and occupied areas.

The following table provides relevancy rating definitions that will be used:

Relevancy Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same technical content, magnitude of effort, and complexities this solicitation requires.
Relevant	Present/past performance effort involved much of the same technical content, magnitude of effort, and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the same technical content, magnitude of effort, and complexities this solicitation requires.
Not Relevant	Present/past performance effort did not involve any of the technical content, magnitude of effort, and complexities this solicitation requires.

- c. An assessment of past performance will be performed. NASA will utilize the information submitted in response to instructions in L.21-1, PAST PERFORMANCE INFORMATION – VOLUME 1, including any additional sources of information available to it. The Government will integrate the recency and relevancy assessments with the past performance assessment to assign an overall Performance Confidence Rating. Offerors with no relevant past or present performance history or whose record is so limited that no confidence assessment rating can be reasonably assigned shall receive the rating of "Neutral", meaning the rating is treated as neither favorable nor unfavorable. The following table provides rating definitions that will be used:

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

D. Price (For Model Task Order “Bldg. 417 E-85 Fuel Dispensing System”)

The proposed model task order price will be evaluated for price reasonableness to ascertain if the proposed prices are reasonable for the work to be performed and reflect an understanding of the task order requirements. The proposed prices will be evaluated by comparison against the government estimate and prices submitted by other offerors. Prices that are unrealistically higher or lower than the Government estimate and/or other proposed prices may indicate an offeror’s lack of ability to properly estimate and propose on future task order solicitations.

M.5 SOURCE SELECTION DECISION

The award of multiple 8(a) IDIQ Contracts will be based on a “Performance Price Trade-off” process. For those offerors who are determined to be technically acceptable (i.e. pass the Technical Proposal Factor), tradeoffs will be made between past performance and price. Past Performance is significantly more important than Price. The Source Selection Authority, exercising prudent business judgment, will make the source selection decisions based on the proposals representing the best value to the Government.

From the subset of selected contract awardees, the Government may or may not award the model task order, “Bldg. 417 E-85 Fuel Dispensing System”. This task order, if awarded, will be selected based on a low-price-technically acceptable basis as described in the model task order solicitation (L.23, Attachment 3).