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|--|---------------------|---|----------------|--------------------|
| SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair) | 3. SOLICITATION NO. | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | PAGE 1 OF 44 PAGES |
| | NNS12426790R | <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | April 5, 2012 | |

IMPORTANT – The “offer” section on the reverse must be fully completed by offeror.

| | | | | | |
|---|------------------------------|--|---------------------------|--|--|
| 4. CONTRACT NO. | | 5. REQUISITION/PURCHASE REQUEST NO. 4200426790 | | 6. PROJECT NO. N/A | |
| 7. ISSUED BY Office of Procurement Attn: Jason Edge DA00 John C. Stennis Space Center Stennis Space Center, MS 39529-6000 | | CODE | SSC | 8. ADDRESS OFFER TO (If other than Item 7) Office of Procurement Attn: Jason Edge Office Code DA00 John C. Stennis Space Center Stennis Space Center, MS 39529-6000 (If hand carried, deliver to the South Reception Center) | |
| 9. FOR INFORMATION CALL:  | A. NAME Jason Edge | B. TELEPHONE NO. (NO COLLECT CALLS) | | | C. EMAIL ADDRESS jason.f.edge@nasa.gov |
| | | AREA CODE 228 | NUMBER 688-2346 | EXT. | |

SOLICITATION

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

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

This solicitation shall result in the award of a maximum of ten Indefinite Delivery/Indefinite Quantity (IDIQ) Multiple Award Construction Contracts (MACC’s). Specific projects will be defined by individual task orders. Work is to be performed in the general construction category which may include but not be limited to maintenance, repair, alteration, mechanical, civil, electrical, heating/air conditioning, demolition, painting, earthwork, fencing, steel fabrication and or welding. Work may also include design/build projects as well as new construction of buildings or facilities to include some or all of the above elements of work. Work may also involve alteration, repair and or construction of new facilities to include some or all of the above elements of work. The first task order (Reference Bid Item 0002) the contractor shall provide all labor, tools, equipment and materials to perform Potable Water System Upgrades as defined in the specifications and drawings identified in Section J.

E-MAIL OR FAXED OFFERS ARE NOT AUTHORIZED

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

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

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

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

Offeror **MUST** be registered in the CCR and VETS100 systems before they can receive a Federal contract (See paragraphs L7 and L8).

THIS PROCUREMENT IS FULL AND OPEN COMPETITION. IN ACCORDANCE WITH FAR 19.502-4, UP TO TWO AWARDS ARE RESERVED FOR SMALL BUSINESSES. UP TO TWO FOR HUBZONE SMALL BUSINESSES. UP TO TWO AWARDS FOR MISSISSIPPI 8(A) BUSINESSES AND UP TO TWO AWARDS FOR SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (SDVOB). THE REMAINING TWO AWARDS WILL BE MADE ON AN UNRESTRICTED BASIS.

11. The Contractor shall begin performance within **10** calendar days and complete it within ****** calendar days after receiving award, the notice to proceed. This performance period is mandatory, negotiable. (See Section C.) ****Performance period shall be cited on each Task order**

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

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in original and (3) copies to perform the work required are due at the place specified in Item 8 by 3:00 p.m. (hour) local time **May 9, 2012**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.
- An offer guarantee is is not required. (REFERENCE Paragraph L.12, NASA FAR SUP 1852.228-73) (**For each Task order**)
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

| | |
|--|--|
| 14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) TIN: _____ CAGE CODE: _____ DUNS#: _____ CODE: _____ FACILITY CODE _____ | 15. TELEPHONE NO. (Include area code) FAX: _____ 16. REMITTANCE ADDRESS (Include only if different than Item 14) |
|--|--|

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

AMOUNTS ➤

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

19. ACKNOWLEDGMENT OF AMENDMENTS

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

| | | | | | | | | | | |
|---------------|--|--|--|--|--|--|--|--|--|--|
| AMENDMENT NO. | | | | | | | | | | |
| DATE | | | | | | | | | | |

| | | |
|--|----------------|-----------------|
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> | 20B. SIGNATURE | 20C. OFFER DATE |
|--|----------------|-----------------|

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

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

| | | |
|---|-------------------|--|
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ➤ | ITEM 27 | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) () |
|---|-------------------|--|

| | | |
|---|------|---|
| 26. ADMINISTERED BY SAME AS BLOCK 7 | CODE | 27. PAYMENT WILL BE MADE BY NSSC Shared Services Center Financial Management Division (FMD)-Accounts Payable Bldg 1111, C Road Stennis Space Center MS 39529 Email: nssc-AccountsPayable@nasa.gov FAX: 866-209-5415 **Include TIN with ALL progress payment requests** |
|---|------|---|

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

| | |
|---|---|
| <input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. | <input type="checkbox"/> 28. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. |
|---|---|

| | |
|--|---|
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) | 31A. NAME OF CONTRACTING OFFICER (Type or print) Jason Edge |
|--|---|

| | | | |
|----------------|-----------|---|-----------------|
| 30B. SIGNATURE | 30C. DATE | 31B. UNITED STATES OF AMERICA BY | 31C. AWARD DATE |
|----------------|-----------|---|-----------------|

PART I - THE SCHEDULE
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and perform the work in accordance with the Description/Specifications/Statement of Work provided with each task order; the contract terms and conditions, drawings, and special conditions provided with the task orders, when applicable. All work shall be initiated through task orders issued in accordance with H.8 TASK ORDER PROCEDURES and Contract Clause I.3 FAR 52.216-18 entitled Ordering.

B.2 BID SCHEDULE

This office intends to award a maximum of ten Indefinite Delivery Indefinite Quantity MACC's from this solicitation. Up to two awards will be reserved for small businesses. Up to two awards will be reserved for 8(a) firms located within the geographical area serviced by the Mississippi District Office, and other 8(a) construction firms with a SBA approved bona fide place of business within the geographical competitive area in the State of Mississippi, and the assigned NAICS code. Up to two awards will be reserved for HUBZone small businesses certified by the SBA. Up to two awards will be reserved for Service Disabled Veteran Owned Small Businesses (SDVOSB) and up to two awards will be made to firms on an unrestricted basis.

Offerors shall submit a price proposal for the "Seed" project listed below using the attached specifications and drawings (SEE attachments A & B). The estimated magnitude of the "Seed" project is \$5,000,000 to \$10,000,000. The government intends to issue a task order for this project to one of the ten awardees which were determined to provide the best value to the Government. Selection of the award for the "Seed" project will be based on best value basis of the ten contractors awarded IDIQ contracts.

Bid Item 0001: Multiple Award Construction Contract (MACC): Work is to be performed in the general construction category which may include but not limited to maintenance, repair, alteration, mechanical, civil, electrical, heating/air conditioning, demolition, painting, earthwork, fencing, steel fabrication and or welding. Work may also include but not limited to design/build projects as well as new construction of buildings or facilities to include some or all of the above elements of work. Work may also involve alteration, repair and or construction of new facilities to include some or all of the above elements of work.

\$ SEE PARAGRAPH H.7

Bid Item 0002:

Construction: Base Bid Task Order #1, The seed project entitled, Potable Water System Upgrades shall consist of providing all labor, tools, equipment, and materials to install replacement potable water main transmission pipe, connections to service branches, associated accoutrements, and complete associated tasks in accordance with the specifications and drawings identified in Section J and wage determination Heavy MS120062 Mod #0 at Stennis Space Center, Mississippi.

\$ _____

Bid Item 0003:

Additive Bid Item 1: Task Order #1, Consist of all work necessary to construct pipe installation from station 700+00 to 718+50, 350+00 370+93, and 800+00 to 803+44. Couplings to existing main and service pipe shall be required at multiple locations. All work shall be in accordance with the drawings and specifications for this project.

\$ _____

Bid Item 0004:

Additive Bid Item 2: Task Order #1, Consist of all work necessary to construct pipe installation beginning at Station 161+85 and ending at Station 220+00. Couplings to existing main and service pipe shall be required at multiple locations. All work shall be in accordance with the drawings and specifications for this project.

\$ _____

Bid Item 0005:

Additive Bid Item 3: Task Order #1, Consist of all work necessary to construct pipe installation beginning at Station 599+80 and ending at Station 631+60. Couplings to existing main and service pipe shall be required at multiple locations. All work shall be in accordance with the drawings and specifications for this project.

\$ _____

Bid Item 0006:

Additive Bid Item 4: Task Order #1, Consist of all work necessary to construct pipe installation beginning at Station E10+65 on Road 5 and ending at Station E24+56 on Saturn Drive. Couplings to existing main and service pipe shall be required at multiple locations. All work shall be in accordance with the drawings and specifications for this project.

\$ _____

Bid Item 0007:

Potential monetary award for safety conscious performance. See paragraph H5 on page 15. (2% of bid item 0002 only) **Not to exceed \$25,000.00**

\$ _____

**The award amount and the potential monetary award for safety conscious performance will be negotiated for any additional task orders issued under this contract.

Total for Bid Items 0002- Bid Item 0007: \$ _____

Note: In accordance with NFS 1852.236-71 Additive or Deductive Bid Items, All bids shall be evaluated on the basis of the same additive bid items.

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

The total firm fixed price of this contract is **(Each Task Order will be firm fixed price)**

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

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

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **(365) calendar days (Bid Item 0002- Task Order #1 Base Bid)** after receipt of the Notice to Proceed. The time stated for completion shall include final cleanup of the premises. **(Commencement, Prosecution and Completion of Work for all Task Orders under this contract will be specified for each Task Order by date or in calendar days)**

(End of Clause)

NOTE: If Additive Bid Item #1 is awarded an additional (45) calendars days shall be added to the base bid period of performance. If Additive Bid Item #2 is awarded an additional (90) calendar days will be added to the base bid period of performance. If Additive Bid Item #3 is awarded an additional (45) calendar days shall be added to the base bid period of performance. If Additive Bid Item #4 is awarded an additional (30) calendar days shall be added to the base bid period of performance. If all Additive items are awarded (1-4), the total period of performance shall be (575) calendar days.

C.2 PLACE OF PERFORMANCE

Contractor shall comply with the specifications and drawings listed in Section J of each Task Order. The principle place of performance under this contract is at the John C. Stennis Space Center, Mississippi. Future request for proposals may be issued for work at offsite locations (e.g. Michoud Assembly Facility (MAF) located in New Orleans, Louisiana).

[END OF SECTION]

SECTION D - PACKAGING AND MARKING (NOT USED)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

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

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

(End of clause)

E.2 INSPECTION AND ACCEPTANCE

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

NOTE: For planning purposes, the contractor shall include a line item in the schedule of values and progress schedule of each task order for completion of punch-list items, site clean-up, demobilization and final construction (as-built) drawings. The amount of this line item shall be equal to 10% of each CLIN or \$100,000, whichever is less. The Government will not pay final invoices for this amount until all punch-list, site clean-up, and demobilization activities are complete; final construction drawings are delivered; and final acceptance is made.

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|---|
| 52.211-12 | Sep 2000 | LIQUIDATED DAMAGES- CONSTRUCTION (Insert in paragraph a. <u>Shall be defined on each task order as applicable.</u>) |
| 52.211-15 | APR 2008 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS |
| 52.242-14 | APR 1984 | SUSPENSION OF WORK |
| 52.242-17 | APR 1984 | GOVERNMENT DELAY OF WORK |

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

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

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

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

Phone: (228) 688-2346
Fax: (228) 688-1141
Jason.f.edge@nasa.gov

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

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

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

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

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

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

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

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

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

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

(End of clause)

G.3 PROGRESS PAYMENTS

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

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

G.4 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (NFS 1852.245-76) (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment **Not applicable for first Task Order** of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at Stennis Space Center and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245-1, the Contractor is accountable for the identified property. **(First Task Order does not have any Government Furnished Property. Future Task Orders shall identify if Government Furnished Property will be provided.)**

G.5 OCCUPANCY MANAGEMENT REQUIREMENTS (NFS 1852.245-82) (JANUARY 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, 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, Facility 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.6 REAL PROPERTY MANAGEMENT REQUIREMENTS (NFS1852.245-83) (JANUARY 2011)

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract (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, Facility 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) of this clause at any time.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|--|
| 52.223-5 | MAY 2011 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION |

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

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

(End of clause)

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

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

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

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

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all

motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

(End of clause)

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

(a) The on-site Government personnel observe the following listed days as holidays: New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

Any other Day designated by Federal Statute, Executive Order, or the President's proclamation

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

H.4 MISSISSIPPI CONSTRUCTION CONTRACT TAX

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

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

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

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

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

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

H.5 MONETARY AWARD FOR SAFETY CONSCIOUS PERFORMANCE

Pursuant to NFS 1852.223-70, Safety and Health; (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: the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), and 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.

In order to encourage contractors to share NASA's commitment to safety, preclude the need for unnecessary OSHA investigations, and avoid the expense associated with conducting mishap and close call investigations, a monetary award for demonstrated safety-conscious performance is being provided under this contract. The total amount being made available is .02 (or two percent) of the task order amount, not to exceed \$25,000. The computed amount shall be shown as a separate line item on the bid schedule. This safety incentive is guaranteed for the first task order and will be assessed for future task orders based on the contractors SSC safety record and complexity of the work being accomplished. Deductions to the total award amount will be made as described below for each safety violation by the prime contractor or a subcontractor. The remaining balance will be paid with the final contract payment. The total amount will be earned upon completion of work with no documented accidents, incidents, or other serious safety violations as listed below. Note that certain safety violations that result in imminent danger to personnel or have a high potential for serious injury or loss of life may result in a 50% reduction of the award amount. The entire amount will be forfeited if the contractor fails to report any close calls, incidents or accidents as required by this contract.

The government's intent in making this safety performance award available is not to provide a slight increase in the contractor's profit margin, but rather to reward safety conscious performance by individual employees. Contractors are therefore strongly encouraged to share the award at the end of the contract as a means of motivating prime and subcontractor employees to continually exercise the best safety practices available to them.

The prime contractor must provide a written plan with his proposal that outlines how the safety incentive will be used to promote safety excellence. Please detail how your employees as well as subcontractor employees will be rewarded for safety conscious performance.

Safety violations by the prime or subcontractor listed in the following table shall result in unilateral deductions from the safety incentive bonus pool in the amounts shown.

Deductive amounts are not negotiable

| <u>Hazard/Violation</u> | <u>Regulatory Reference</u> | <u>First Violation*</u> | <u>Repeat Violation*</u> |
|---|--|--------------------------------|---------------------------------|
| Personal Protective Equipment | 29 CFR 1926.95 | \$1,000 | \$2,000 |
| Miscellaneous safety violations (i.e. barricades, cleanliness of work site, other 29 CFR 1926 violations) | 29 CFR 1926 | \$1,000 | \$2,000 |
| Electrical/Equipment | 29 CFR 1926 Subpart K | \$1,000 | \$2,000 |
| Traffic Safety | MUTCD | \$1,500 | \$3,000 |
| Traffic Safety (Potential Loss of Life) | MUTCD | 50% | 100% |
| Lockout/ Tagout | 29 CFR 1926 Subpart K (1926.417) 29 CFR 1910 Subpart J (1910.147) | 25% | 50% |
| Lockout/ Tagout (Potential Loss of Life) | “ “ | 50% | 100% |
| Scaffolding | 29 CFR 1926 Subpart L (1926.450) | \$2,000 | \$4,000 |
| Scaffolding (Potential Loss of Life) | “ “ | 50% | 100% |
| Fall Protection | 29 CFR 1926 Subpart M (1926.500) | \$2,000 | \$4,000 |
| Fall Protection (Potential Loss of Life) | “ “ | 50% | 100% |
| Excavation | 29 CFR 1926 Subpart P (1926.650) | \$2,000 | \$4,000 |
| Excavation (Potential Loss of Life) | “ “ | 50% | 100% |
| Job Site Accidents | | \$2,000 | \$4,000 |

Note – Percentages will be applied against incentive balance at the time of the safety violation. The NASA Safety Office representative will make the final determination regarding type and severity of any documented safety violation. Each time a violation is documented, the contractor will be notified in writing by the contracting officer. Adjustments to the Safety Incentive Bonus will be executed unilaterally by the Contracting Officer.

Any adjustment made to the available safety incentive bonus as outlined above will not limit the Government's right to pursue other remedies available under this contract.

H.6 DISPOSITION OF RESIDUAL MATERIAL

The removal of residual material is the responsibility of the Contractor and the practice of permitting SSC employees the opportunity to take this material home is prohibited.

H.7 MINIMUM/ MAXIMUM QUANTITY

The guaranteed minimum amount of work which may be required under this contract is **\$5,000.00**. The \$5,000.00 shall cover the construction safety training detailed in paragraph H.11 for up to (10) contractor employees. The maximum amount of work which may be required under this contract is **\$700,000,000.00**. However, the total amount of all Task Orders under all contracts awarded under solicitation number NNS12426790R shall not exceed **\$700,000,000.00** for the 5 year period of performance.

H.8 TASK ORDER PROCEDURES:

- 1.0 Each task order solicitation will be 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 signed by the Contracting Officer.
- 2.0 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.
- 3.0 After award of the initial IDIQ contracts, it is the government's intention to have contractors compete for future task orders based on either best value, or low price technically acceptable. Typically the evaluation methods will correspond with the level of design or complexity of the proposal to be submitted. In most cases best value will correspond to a design build project and low price technically acceptable to a pre-designed type solicitation. While the government reserves the right to select the evaluation method for each task order, each request for proposal will state the method of selection.
- 4.0 As requirements are identified, the government will issue a Request for Proposals (RFP's) that will describe the services required along with the required proposal response time and identify the applicable wage determination. A site visit will be scheduled with the contractor to verify measurements and elements of work. If negotiations are required, they will

commence once the Government has completed their technical evaluation of all costs. Task orders will be the award for the services required under the RFP. The performance period will be cited in each RFP for each task order. All task orders issued hereunder are subject to the terms and conditions of this contract. Note: It is the Government's intent to issue task orders with an established firm fixed price.

- 5.0 The following describes the procedures for each type of requirement the RFP could present:

Design/ Build (100%): The RFP will contain a Statement of Objectives (SOO) that describes the required end product. Based on the SOO, the contractor shall perform all investigation and design services necessary to provide the Government a 15% design package (Statement of Work (SOW) and Drawings) which describes how the contractor intends on meeting the requirements of the SOO. The Government will review the 15% design package for acceptability. The Government will either request a price proposal based on the acceptable design package, or, issue a revised SOO and repeat the process. The Government will indicate which 15% design package(s) have been determined to be acceptable. The contractor will then be asked to provide a price proposal. If negotiations are required, they will commence once the Government has completed its technical evaluation of all costs.

Minimal Design Build: The RFP will contain a limited SOW that describes the work intended. Based upon the SOW the contractor shall provide a 35% design and a priced proposal. If negotiations are required, they will commence once the Government has completed their technical evaluation of all costs.

Construction: The RFP will contain specifications and drawings for the contractor to propose pricing. If negotiations are required, they will commence once the Government has completed their technical evaluation of all costs.

- 6.0 Davis Bacon Wage Rates: Each RFP shall identify the applicable Davis Bacon Wage Rate Decision(s) applicable to the particular construction project. **(The seed project identified as Bid Item 0002 is utilizing Heavy Davis Bacon Wage Rate, MS120062 modification 0, dated 01/06/2012.)**
- 7.0 Payment and Performance Bonds: Payment and Performance bond requirements pertain to the issuance of task orders. Note: FAR Clause 52.228-15 (located in section I), all references to "contract" also includes any resulting Task Orders issued against this contract.
- 8.0 Identification of Correspondence: All correspondence and data submitted by the contractor under this contract shall reference the contract number, Task Order number and project title.

9.0 Identification of Government Furnished Property (GFP): Pursuant to the “Government Property” clause herein, the Government will furnish the item(s) of the property listed below as Government Furnished Property to the contractor, FOB Destination, for use in performance of this contract:

10.0 ITEM NUMBER QUANITY DESCRIPTION VALUE

WILL BE CITED IN EACH INDIVIDUAL TASK ORDER, AS APPLICABLE.
(No GFP in first task order, TBD thereafter in subsequent task orders)

11.0 No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery –order contract, except for—

(i) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or

(ii) A protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at 33.104.

12.0 For these contracts, the designated task order ombudsman is Ken R. Human (228) 688-2123. The task order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the Contractors are afforded a fair opportunity to be considered for task orders in excess of \$3,000, consistent with procedures in the contract. However, it is not within the designated task order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order.

13.0 Past performance shall be tracked electronically on each task order over \$650,000 to the Past Performance Information Retrieval System (PPIRS).

H.9 FAIR OPPORTUNITY:

1.0 Each awardee will be provided a fair opportunity to be considered for a task order exceeding \$3,000 unless one of the following statutory exceptions applies:

(i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

(ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(iii) The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(iv) It is necessary to place an order to satisfy a minimum guarantee.

(v) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.

(vi) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in FAR part 19 apply.

H.10 ENVIRONMENTAL AND ENERGY CONSERVATION REQUIREMENTS

(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 SSC directives: SPR 8500.1 Environmental System Procedural Requirements and SPR 8500.2 Environmental Operations and Implementation Program. The Contractor shall provide data on affirmative procurement, waste reduction activity, energy efficient product procurement, and ozone depleting substances in accordance with project specifications.

(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 SSC 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, SSC'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 SSC 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, SSC Environmental Office, SSC Energy Manager, or regulatory agency personnel all documentation relating to environmental compliance matters under applicable laws. The Contractor shall immediately notify the SSC 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 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.

H.11 CONSTRUCTION SAFETY AND HEALTH

NASA Stennis Space Center (SSC) has instituted a site-specific safety orientation through the Gulf Coast Safety Council (GCSC), which began April 1, 2010. In addition to a site-specific safety orientation, a pre-requisite will also be a Basic orientation Plus (BOP) OSHA training program, which is also conducted through the GCSC and select reciprocal councils. To complete this training, Contractors will need to register employees through GCSC, either by fax or online at www.gulfcoastsafetycouncil.com. Please refer to the website concerning GCSC registration and completion of training. GCSC and these requirements are listed in SCWI 8715.0008, John C. Stennis Space Center Construction Safety and Health Program. The document can be found at <http://constructionsafety.ssc.nasa.gov/>. All Construction contractors working on NASA SCC must adhere to SCWI 8715.0008.

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|---|
| 52.202-1 | JAN 2012 | DEFINITIONS |
| 52.203-3 | APR 1984 | GRATUITIES |
| 52.203-5 | APR 1984 | COVENANT AGAINST CONTINGENT FEES |
| 52.203-6 | SEP 2006 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| 52.203-7 | OCT 2010 | ANTI-KICKBACK PROCEDURES |
| 52.203-8 | JAN 1997 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-10 | JAN 1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-12 | OCT 2010 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.203-13 | APR 2010 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT |
| 52.203-14 | DEC 2007 | DISPLAY OF HOTLINE POSTER(S) <u>Paragraph(b)(3) (NASA Contracting Officer, Hotline # 800-424-9183)</u> |
| 52.204-4 | MAY 2011 | PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT PAPER |
| 52.204-7 | FEB 2012 | CENTRAL CONTRACTOR REGISTRATION |
| 52.204-9 | JAN 2011 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL |
| 52.204-10 | FEB 2012 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS |
| 52.209-6 | DEC 2010 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.211-13 | JUN 1988 | AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS |
| 52.215-2 | OCT 2010 | AUDIT AND RECORDS-NEGOTIATION |
| 52.215-10 | AUG 2011 | PRICE REDUCTION FOR DEFECTIVE COST OR |

| | | |
|-----------|----------|--|
| | | PRICING DATA |
| 52.215-11 | AUG 2011 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-MODIFICATIONS |
| 52.215-13 | OCT 2010 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA- MODIFICATIONS |
| 52.215-12 | OCT 2010 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA |
| 52.217-2 | OCT 1997 | CANCELLATION UNDER MULTI-YEAR CONTRACTS |
| 52.219-3 | JAN 1999 | NOTICE OF TOTAL HUBZONE SET-ASIDE |
| 52.219-4 | JAN 2011 | NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS |
| 52.219-8 | JAN 2011 | UTILIZATION OF SMALL BUSINESS CONCERNS |
| 52.219-9 | JAN 2011 | SMALL BUSINESS SUBCONTRACTING PLAN ALT II (OCT 2001) |
| 52.219-13 | NOV 2011 | NOTICE OF SET ASIDE OF ORDERS |
| 52.219-27 | NOV 2011 | NOTICE OF SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SET-ASIDE |
| 52.219-14 | NOV 2011 | LIMITATIONS ON SUBCONTRACTING |
| 52.219-16 | JAN 1999 | LIQUIDATED DAMAGES-SUBCONTRACTING PLAN |
| 52.222-1 | FEB 1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |
| 52.222-3 | JUN 2003 | CONVICT LABOR |
| 52.222-4 | JUL 2005 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION |
| 52.222-6 | JUL 2005 | DAVIS-BACON ACT |
| 52.222-7 | FEB 1988 | WITHHOLDING OF FUNDS |
| 52.222-9 | JUL 2005 | APPRENTICES AND TRAINEES |
| 52.222-10 | FEB 1988 | COMPLIANCE WITH COPELAND ACT REQUIREMENTS |
| 52.222-11 | JUL 2005 | SUBCONTRACTS (LABOR STANDARDS) |
| 52.222-12 | FEB 1988 | CONTRACT TERMINATION--DEBARMENT |
| 52.222-13 | FEB 1988 | COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS |
| 52.222-14 | FEB 1988 | DISPUTES CONCERNING LABOR STANDARDS |
| 52.222-15 | FEB 1988 | CERTIFICATION OF ELIGIBILITY |
| 52.222-21 | FEB 1999 | PROHIBITION OF SEGREGATED FACILITIES |
| 52.222-26 | MAR 2007 | EQUAL OPPORTUNITY |
| 52.222-27 | FEB 1999 | AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION |
| 52.222-35 | SEP 2010 | EQUAL OPPORTUNITY FOR VETERANS |
| 52.222-36 | OCT 2010 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-37 | SEP 2010 | EMPLOYMENT REPORTS ON VETERANS |
| 52.222-50 | FEB 2009 | COMBATING TRAFFICKING IN PERSONS |
| 52.222-54 | JAN 2009 | EMPLOYMENT ELIGIBILITY VERIFICATION |
| 52.223-3 | JAN 1997 | HAZARDOUS MATERIAL IDENTIFICATION AND |

| | | |
|-----------|----------|---|
| | | MATERIAL SAFETY DATA |
| 52.223-6 | MAY 2001 | DRUG-FREE WORKPLACE |
| 52.223-10 | MAY 2011 | WASTE REDUCTION PROGRAM |
| 52.223-15 | DEC 2007 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS |
| 52.223-17 | MAY 2008 | AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS |
| 52.223-18 | AUG 2011 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING |
| 52.225-13 | JUN 2008 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES |
| 52.227-1 | DEC 2007 | AUTHORIZATION AND CONSENT |
| 52.227-2 | DEC 2007 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |
| 52.228-1 | SEP 1996 | BID GUARANTEE |
| 52.228-2 | OCT 1997 | ADDITIONAL BOND SECURITY |
| 52.228-5 | JAN 1997 | INSURANCE--WORK ON A GOVERNMENT INSTALLATION |
| 52.228-11 | JAN 2012 | PLEDGES OF ASSETS |
| 52.228-12 | OCT 1995 | PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS |
| 52.228-14 | DEC 1999 | IRREVOCABLE LETTER OF CREDIT |
| 52.229-3 | APR 2003 | FEDERAL, STATE, AND LOCAL TAXES |
| 52.232-17 | OCT 2010 | INTEREST |
| 52.232-18 | APR 1984 | AVAILABILITY OF FUNDS |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS |
| 52.232-27 | OCT 2008 | PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS |
| 52.232-33 | OCT 2003 | PAYMENT BY ELECTRONIC FUNDS TRANSFER --CENTRAL CONTRACTOR REGISTRATION |
| 52.233-1 | JUL 2002 | DISPUTES |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD |
| 52.233-4 | OCT 2004 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM |
| 52.236-2 | APR 1984 | DIFFERING SITE CONDITIONS |
| 52.236-3 | APR 1984 | SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK |
| 52.236-5 | APR 1984 | MATERIAL AND WORKMANSHIP |
| 52.236-6 | APR 1984 | SUPERINTENDENCE BY THE CONTRACTOR |
| 52.236-7 | NOV 1991 | PERMITS AND RESPONSIBILITIES |
| 52.236-8 | APR 1984 | OTHER CONTRACTS |
| 52.236-9 | APR 1984 | PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS |
| 52.236-10 | APR 1984 | OPERATIONS AND STORAGE AREAS |
| 52.236-11 | APR 1984 | USE AND POSSESSION PRIOR TO COMPLETION |
| 52.236-12 | APR 1984 | CLEANING UP |
| 52.236-13 | NOV 1991 | ACCIDENT PREVENTION |

| | | |
|-----------|----------|--|
| 52.236-14 | APR 1984 | AVAILABILITY AND USE OF UTILITY SERVICES [Electricity and Water Supplies are Available. The Contractor may have to provide a Transformer. SSC power is 13.8 KVA.] |
| 52.236-15 | APR 1984 | SCHEDULES FOR CONSTRUCTION CONTRACTS |
| 52.236-17 | APR 1984 | LAYOUT OF WORK |
| 52.236-21 | FEB 1997 | SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION |
| 52.236-22 | APR 1984 | DESIGN WITHIN FUNDING LIMITATIONS |
| 52.236-23 | APR 1984 | RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR |
| 52.236-24 | APR 1984 | WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS |
| 52.236-25 | JUN 2003 | REQUIREMENTS FOR REGISTRATION OF DESIGNERS |
| 52.236-26 | FEB 1995 | PRECONSTRUCTION CONFERENCE |
| 52.242-13 | JUL 1995 | BANKRUPTCY |
| 52.243-4 | JUN 2007 | CHANGES |
| 52.244-4 | AUG 1998 | SUBCONTRACTS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES) |
| 52.244-6 | DEC 2010 | SUBCONTRACTS FOR COMMERCIAL ITEMS |
| 52.245-1 | AUG 2010 | GOVERNMENT PROPERTY |
| 52.245-9 | AUG 2010 | USE AND CHARGES |
| 52.246-21 | MAR 1994 | WARRANTY OF CONSTRUCTION |
| 52.248-3 | OCT 2010 | VALUE ENGINEERING-- CONSTRUCTION |
| 52.249-2 | MAY 2004 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (ALTERNATE 1) |
| 52.249-7 | APR 1984 | TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) |
| 52.249-10 | APR 1984 | DEFAULT (FIXED-PRICE CONSTRUCTION) |
| 52.253-1 | JAN 1991 | COMPUTER GENERATED FORMS |

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

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|----------------------|-------------|--|
| 1852.203-70 | JUN 2001 | DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS |
| 1852.209-72 | DEC 1988 | COMPOSITION OF THE CONTRACTOR |
| 1852.219-74 | SEP 1990 | USE OF RURAL AREA SMALL BUSINESSES |
| 1852.219-76 | JUL 1997 | NASA 8 PERCENT GOAL |
| 1852.219-77 | MAY 2009 | NASA MENTOR-PROTÉGÉ PROGRAM |
| 1852.223-74 | MAR 1986 | DRUG AND ALCOHOL-FREE WORK FORCE |
| 1852.236-71 | MAR 1989 | ADDITIVE OR DEDUCTIVE ITEMS |
| 1852.236-73 | DEC 1988 | HURRICANE PLAN |
| 1852.237-70 | DEC 1988 | EMERGENCY EVACUATION PROCEDURES |

| | | |
|-------------|----------|---|
| 1852.237-73 | JUN 2005 | RELEASE OF SENSITIVE INFORMATION |
| 1852.243-71 | MAR 1997 | SHARED SAVINGS |
| 1852.245-71 | JAN 2011 | INSTALLATION—ACCOUNTABLE GOVERNMENT PROPERTY |

I.2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <https://www.acquisition.gov>

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub.L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted on the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.3 ORDERING (FAR 52.216-18) (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 award through five years after date of the 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 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.4 ORDER LIMITATIONS (FAR 52.216-19) (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. The Government shall order a minimum of \$5,000.00 in construction services during the life of the contract.

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

(1) Any order for a single item in excess of \$700,000,000.00;

(2) Any order for a combination of items in excess of \$700,000,000.00; or

(3) A series of orders from the same ordering office within 30 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 10 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.5 INDEFINITE QUANTITY (FAR 52.216-22) (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of the contract.

(End of Clause)

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

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

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

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

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

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

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

(End of clause)

I.7 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-11) (MAR 2012)

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

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

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

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

“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 (Armenia, 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, Korea (Republic of), 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, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, 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. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.50-5(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE [*Contracting Officer to list applicable excepted materials or indicate “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.8 PATENT INDEMNITY--CONSTRUCTION CONTRACTS
(FAR 52.227-4) (DEC 2007)**

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

(End of clause)

**I.9 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION
(FAR 52.228-15) (NOV 2010)**

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

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

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

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

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

(3) *Additional bond protection.*

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

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

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the

time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

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

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

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

(End of Clause)

I.10 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.232-5) (SEP 2002)

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

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

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

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

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

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

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

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

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

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

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

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

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

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

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

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

(Name) _____

(Title) _____

(Date) _____

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

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until --
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

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

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

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work;
- or (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

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

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

- (1) Completion and acceptance of all work;
- (2) Presentation of a properly executed voucher; and
- (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

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

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

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

(End of clause)

I.11 PAYROLLS AND BASIC RECORDS (FAR 52.222-8) (JUN 2010)

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

of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) (1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Contracting Officer, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Contracting Officer.

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

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

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

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

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

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

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

(End of Clause)

I.12 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (FAR 52.222-40) (JUNE 2010)

(a) During the term of this contract, the Contractor shall post an employee 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 Relations 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 Web site 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 Web site that contains the full text of the poster. The link to the Department's Web site, 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 employee 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 <http://www.dol.gov/olms/regs/compliance/EO13496.htm> ; or

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

(c) The required text of the employee notice 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 subpart 9.4 Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 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 shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(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 noncompliance.

(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.13 PERFORMANCE OF WORK (FAR 52.236-1) (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **25 percent, (Task order #1 and TBD for all remaining task orders)** of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

I.14 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

NASA FAR Supplement clauses:

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

(End of clause)

I.15 OMBUDSMAN (NFS 1852.215-84) (NOV 2011)

(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, whose name, address, telephone number, facsimile number, and email address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

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

| <u>ATTACHMENT</u> | <u>TITLE</u> | <u>DATE</u> | <u>PAGES</u> |
|-------------------|---|-------------|--------------|
| A | Specification 12G00-G020, Rev 1 (CDROM) (Task Order #1) | 03/13/2012 | 84 |
| B | Drawings EMI-11B315-01 (CDROM) (Task Order #1) | 03/13/2012 | 78 |
| C | U. S. Dept. of Labor, Davis Bacon General Wage Determinations— Heavy, No. MS120062 Mod# 0 | 01/06/2012 | 3 |
| D | PIV Card Issuance Procedures | | 4 |
| E | Safety and Health Program | | 1 |
| F | Past Performance Evaluation Form | | 1 |

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

**K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS
(FAR 52.204-8) (MAR 2012)**

(a)

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

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

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

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

(vii) 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.

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

(ix) 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.

(x) 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.

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

(xii) 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.

(xiii) 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.

(xiv) 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.

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

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

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) 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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 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) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 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 accessed through <https://www.acquisition.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 INFORMATION REGARDING RESPONSIBILITY MATTERS
(FAR 52.209-7) (FEB 2012)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

- (A) The payment of a monetary fine or penalty of \$5,000 or more;
or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| <u>CLAUSE NUMBER</u> | <u>DATE</u> | <u>TITLE</u> |
|--------------------------|-------------|--|
| 52.211-14 | APR 2008 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPARDNESS, AND ENERGY PROGRAM USE ("DO RATED ORDER") |
| 52.214-34 | APR 1991 | SUBMISSION OF OFFERS IN ENGLISH LANGUAGE |
| 52.214-35 | APR 1991 | SUBMISSION OF OFFERS IN U.S. CURRENCY |
| 52.215-1 | JAN 2004 | INSTRUCTIONS TO OFFERORS- COMPETITIVE ACQUISITION |
| 52.216-27 | OCT 1995 | SINGLE OR MULTIPLE AWARDS |
| 52.232-38 | MAY 1999 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER |
| 52.236-28 | OCT 1997 | PREPARATION OF PROPOSALS-- CONSTRUCTION |

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

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

(End of provision)

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

The Government contemplates awarding a maximum of ten Indefinite Delivery Indefinite Quantity (IDIQ) Contracts with firm fixed price task orders resulting from this solicitation.

(End of Provision)

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

L.4 NOTICE OF BUY AMERICAN ACT REQUIREMENTS-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-12) (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.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FAR 52.252-1) (FEB 1998)**

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

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

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

(End of provision)

L.6 MAGNITUDE OF REQUIREMENT (NFS 1852.236-74) (DEC 1988)

The Government estimated price range of the first task order is between \$5,000,000 and \$10,000,000. **(Magnitude of any additional task orders will be described in each Request for Proposal)**

L.7 CENTRAL CONTRACTOR REGISTRATION: Offerors **must be** registered in the Central Contractor Registration database. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

L.8 VETS-100 REPORTING REQUIREMENT: Any contractor who receives a contract from the Federal Government in the amount of \$25,000 or more, or any subcontractor who receives a contract(s) from such a covered contractor in the amount of \$25,000 or more, **must file** a VETS-100 Report on an annual basis. If your company is part of the VETS-100 database, you will receive a report form and instructions for filing the form in July. If you do not receive the form or have misplaced it, or are a new Federal contractor, please email the Dept of Labor at VETS100-CUSTOMERSUPPORT@DOL.GOV or call (866) 237-0275. When requesting forms, please provide the parent company name, address, contact person, telephone number and e-mail address (if available).

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

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

Jason Edge
NASA John C. Stennis Space Center
Mail Code DA00
Stennis Space Center, MS 39529-6000

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

(End of provision)

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

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

(b) An organized site visit has been scheduled for: **April 18, 2012 and April 19, 2012 at 9:00 a.m. (You can only attend one site visit on either day.)**

(c) Participants will meet at: The South Reception Center at the main entrance to Stennis Space Center, 30 minutes before the scheduled time.

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

(End of provision)

L.12 BID BOND (NFS 1852.228-73) (OCT 1988) (Applicable to Task Orders)

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

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

(End of provision)

L.13 COMMUNICATIONS REGARDING SOLICITATION

(1) Questions or comments regarding this solicitation must be submitted in writing via email, cite the solicitation number, and be directed to the following Government POC:
National Aeronautics Space Administration Phone: (228) 688-2346
Office of Procurement, Fax: (228) 688-1974
John C. Stennis Space Center Jason.f.edge@nasa.gov
Stennis Space Center, MS 39529-6000

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 April 24, 2012, at 4:00 p.m. Central Standard Time.**

(2) 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 site visit.

L.14 PROPOSAL PAGE LIMITATIONS

(a) Page limitations are established for each portion of the proposal submitted in response to this solicitation (See L.15).

(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. 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.

L.15 PROPOSAL PREPARATION INSTRUCTIONS

Offeror's shall submit an original and four (4) copies each of Volumes I, II and III. 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 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 for the SF 1442 and all amendments**). 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:

| | |
|---|------------------------|
| 1. <u>VOLUME I – Past Performance/ Relevent Experience</u> | <u>Page Limitation</u> |
| <i>Section I – Past Performance Information</i> | <i>(a-c) 50 pages</i> |
| (a) Past Performance Information Summary | |
| (b) Offeror's Construction Project Listing | |
| (c) Relevant Experience Summary | |
| (d) Safety and Health Program (Attachment E)..... | 20 pages |
| (e) Safety and Health Plan | No page limitation |

Section II

- (a) Design-Build Past Performance Supplement..... 15 pages
- (b) United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Past Performance Supplement..... 15 pages
- (c) Small Business Utilization.....27 pages

2. VOLUME II – Price Page Limitation

Offerors price breakout for Seed Project entitled “Potable Water System Upgrades” 15 pages

3. VOLUME III – Bonding Capacity Documentation Page Limitation

Bonding capacity documentation 3 pages

L.16 REQUIRED PROPOSAL CONTENT

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.

VOLUME I- SECTION I

PAST PERFORMANCE INFORMATION

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.

A. PAST PERFORMANCE INFORMATION SUMMARY

- 1) Offerors shall provide a Past Performance Information Summary identifying a maximum of six recent and relevant contracts that it has performed as a prime contractor for projects similar in size (\$500K to \$20M), scope, and complexity within the last 3 years 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 six 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 (i.e. Fixed Price, Cost Plus Award Fee, etc.)
 - 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.
 - x. Synopsis of the scope of work and why it is considered recent and relevant to the solicitation.
- 2) To demonstrate the full range of capabilities, offerors may submit past performance data on recent and relevant contracts of teaming partners, 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.
- 3) The offeror shall address the following questions, in specific detail, when submitting past performance data on recent and relevant contracts of affiliated and parent companies.
- i. Who will manage the contract?
 - ii. Which party poses the background, expertise and qualifications relevant to the contract requirements and necessary for contract performance?
 - iii. Are there discreet tasks to be performed by each of the teaming partners in the performance of the contract? If so, please specify in detail.
 - iv. What's the relative amount of work to be performed by each
 - v. Which party will perform the more complex and costly contract functions?
 - vi. Is there a commingling of personnel and resources? If so, please specify in detail.
 - vii. What is the business size of the other parties?

B. OFFERORS CONSTRUCTION PROJECT LISTING

The offeror shall complete and submit a construction project listing for all construction projects completed within the last 3 years. At a minimum include project title, price and customer contact information.

C. RELEVANT EXPERIENCE

Relevant experience is defined as past or current experience managing and performing multiple and concurrent general construction, alteration and repair of buildings, structures and other real property. Relevancy is defined as contracts with a broad range of technical complexity with values ranging from (\$500K to \$20M). Work involving a broad range of skills (including but not limited to design/build, maintenance, repair, alteration, mechanical, civil, electrical, heating/air conditioning, demolition, painting, earthwork, fencing, steel fabrication and or welding). Relevant experience is the accomplishment of work that is comparable or related to the technical work required by this solicitation, and is of similar scope, size and complexity. In a document labeled Relevant Experience Summary, contractor should provide in a narrative form, a brief description of the work performed and explain how the selected contracts are considered recent and relevant. Describe your approach for selecting and managing your subcontractor team. Discuss your management approach for protecting customer critical resources and finally discuss problems encountered (if applicable) during performance to include, cost overruns or under runs, challenges to completing project on schedule, safety discrepancies, quality control discrepancies, labor issues, and or subcontractor issues. And finally, discuss what corrective action was taken to overcome these challenges.

D. Safety and Health Program

The contractor **MUST** submit (2) copies of Attachment E. Attachment E shall contain the prime contractor's OSHA Total Recordable Incident Rate (TRIR), OSHA DART rate, and designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's Compensation Insurance. These rates will be considered as separate indicators of the effectiveness of the overall safety and

health program. **Please do not include this information in the submitted general safety and health plan:**

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

2. Independently documented evidence (OSHA 300 & 300A log is evidence) of the firm's OSHA DART rate (Days away from work, days of restricted work activity or job transfer) with NAICS code. **You must provide your current DART rate and the previous three year's DART rates.** The following web site is available to help you compute this rate: <http://www.bls.gov/iif/osheval.htm>. These rates will be compared to the most recent industry averages of like NAICS codes found on the same web page.
3. Independently documented evidence (letter from your insurance carrier) of the firm's designated Safety Experience Modifier Rate (EMR) used to calculate Workmen's Compensation Insurance. **You must provide your current EMR rating and the previous three year's EMR ratings.** This rate will be compared to the industry average rate of 1.0.
4. Information on all OSHA citations issued to the firm over the past three years. Additionally provide information on how each citation was resolved or mitigated.
5. Information on all previous OSHA reportable mishaps (OSHA Forms 300 & 300A) that have occurred in the past three years to include items a through c below:
 - (a) Address any fatalities that have occurred; identify whether the investigation has been completed and the results;
 - (b) The cause of the safety and health mishap;
 - (c) Describe the corrective action taken and when it was implemented. If the corrective action has not yet been implemented, provide the planned implementation date.
6. Please provide your establishment's employee size.
7. Please provide letter from your insurance carrier regarding your EMR rate.

E. **Safety and Health Plan**

In accordance with NASA FAR SUP 1852.223-73, NPR 8715.3 NASA Safety Manual and SCWI 8715.0008 Construction Safety and Health, the offeror shall submit a detailed safety and occupational health plan as part of its proposal. 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.

VOLUME I—SECTION II**A. DESIGN-BUILD PAST PERFORMANCE SUPPLEMENT**

A past performance evaluation on each offeror's overall Design-Build experience 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) Provide information on the design-build team, including management/organizational structure, contractual arrangements, and lines of authority.
- (2) Discuss the design-build implementation approach utilized. Address proposed vs. actual schedule, including any concurrent design and construction activities.
- (3) Discuss approach used to ensure the as-built construction satisfied all approved design requirements, including shop drawing review and approval process, and inspection, testing, and quality control procedures. Discuss the design team's associated interactions with and on behalf of the owner.
- (4) Discuss approach used to maintain control of project costs without compromising technical requirements and standards. Address any value engineering opportunities and recommendations.
- (5) Identify any challenges to successful completion of the project using the design-build procurement method.

B. U.S. GREEN BUILDING COUNCIL (USGBC) PAST PERFORMANCE SUPPLEMENT

A past performance evaluation on each offeror's overall Leadership in Energy and Environmental Design (LEED) experience 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) Discuss project certifications, detailing the LEED goals and certification ranking with final outcome ranking received, i.e. LEED Scorecard.
- (2) Provide information on the LEED staff by name and their qualifications.
- (3) Discuss offeror's LEED staff and their roles and responsibility Associated with project.

(4) Discuss offeror’s LEED staff duties associated with the tally of the LEED goals and the reporting information to USGBC.

(5) Provide USGBC National Building Membership Number and/or USGBC/GBIC Corporate Access ID Number.

C. SMALL BUSINESS UTILIZATION

All Offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level (**See Para b, Commitment to Small Business Program below**).

All Offerors are required to respond to the Commitment to the Small Business Program.

(a) Small Business Subcontracting

(1) Small Business Subcontracting Plan (the Plan) Required by the FAR:

- (i) This solicitation contains FAR clause 52.219-9, “Small Business Subcontracting Plan with Alternate II”. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.
- (ii) The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE as follows:

| | |
|---|--------|
| Small Businesses (SB) | 32.1 % |
| Small Disadvantaged Business Concerns (SDB) | 21.7 % |
| Women Owned Small Business Concerns (WOSB) | 7.2 % |
| HUBZone Small Business Concerns (HBZ) | 8.0 % |
| Veteran Owned Small Business Concerns (VOSB) | 8.8 % |
| Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB) | 8.0 % |

- (ii) The numbers above reflect the Contracting Officer’s assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by FAR 52.219-9 Small Business Subcontracting Plan, the Offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

(iv) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, Offerors must perform an independent assessment of the small business subcontracting opportunities.

(v) The Plan submitted with the proposal shall be incorporated in Section J as an Attachment in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(vi) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (2) above in terms of percent of TOTAL CONTRACT VALUE (all five years combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(vii) In addition to submitting a Small Business Subcontracting Plan **(Large Businesses only)** in accordance with FAR clause 52.219-9, Alternate II, Offerors shall complete Exhibit A, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the exhibit to show the proposed subcontracting goals for the basic contract requirement and each option separately.

Listed below is an example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at \$100M with estimated subcontracts of \$50M:

Exhibit A, SMALL BUSINESS SUBCONTRACTING PLAN GOALS

| | <i>Column A</i> | <i>Column B</i> | <i>Column C</i> |
|--|--|--|--|
| Business Category | Goal as Percent of Contract Value | Dollar Value to be subcontracted per Category | Goal as Percent of Subcontracting Value |
| Small Business Concerns | 25 percent | \$25,000,000 | 50 percent |
| Large Business Concerns | n/a | \$25,000,000 | 50 percent |
| Total Dollars to be Subcontracted | n/a | \$50,000,000 | 100 percent |
| <i>The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.</i> | | | |
| Subcategories of Small Business Concerns | | | |
| Women Owned Small Business Concerns | 9 percent | \$9,000,000 | 18 percent |
| Small Disadvantaged Business Concerns | 5.5 percent | \$5,500,000 | 11 percent |
| Veteran Owned Small Business Concerns | 2.5 percent | \$2,500,000 | 5 percent |
| Service-Disabled Veteran-Owned Small Business Concerns | 1.5 percent | \$1,500,000 | 3 percent |
| HUBZone Small Business Concerns | 1.5 percent | \$1,500,000 | 3 percent |
| Historically Black Colleges and Universities/Minority Institutions | 1.5 percent | \$1,500,000 | 3 percent |

It is recommended that Offerors first complete Column B by entering the dollar amount the Offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the **total offered price of the proposal** (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = \$2,500,000 divided by \$100,000,000, or 2.5 percent.

To complete column C, divide the corresponding amount in Column B by the amount in the "Total Dollars to be Subcontracted" cell in Column B. In the example above,

Column C for Women-Owned Small Businesses = \$9,000,000 divided by \$50,000,000, or 18 percent.

Note: the "Total Dollars to be Subcontracted" amount in Column C will always be that category divided by itself (100percent if any dollars are subcontracted).

(b) Commitment to the Small Business Program

(1) **All Offerors shall briefly describe work that will be performed by small businesses.** Proposals should also identify any work to be subcontracted that is considered “high technology.” High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) **If the subcontractor(s) is known, Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments).** (Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(3) **All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development.** Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. For Other than Small (Large) Business Offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

| <u>(4) Summary for Small Business Utilization</u> | <u>Page Limitation</u> |
|--|-------------------------------|
| (a) Small Business Subcontracting Plan (Large Businesses only) (Ref FAR 52.219-9 Alt II) | 15 pages |
| (b) Small Business Subcontracting Plan Goals (Large Businesses only) (Ref Exhibit A, on page 16) | 2 pages |
| (c) Commitment to the Small Business Program (All Offerors) | 10 pages |

VOLUME II--PRICE

All Offerors responding to this solicitation shall provide a price proposal and a proposed progress schedule for the seed project entitled, “Potable Water System Upgrades”. Schedule B Pricing (Base and all Additives) will be utilized for evaluation of the price factor for award of the IDIQ contracts. The resulting task order award for the seed project will include the base bid item 0002 and any, all, or none of the additive bid items on schedule B. The price proposal shall include a detailed cost element breakdown encompassing all costs associated with the task and describe the pricing and estimating techniques used to arrive at the final proposed price. This data shall be explained in detail and support the offered costs such that review, computation, and

verification can be accomplished. The progress schedule shall be prepared in accordance with the applicable solicitation provisions. It is the Government's intent to award a fixed-price task order for this project to one of the contractors selected for award of one of the IDIQ contracts. Since the Government intends to make award without holding discussions, offerors are encouraged to include their best pricing in their proposals.

VOLUME III--BONDING CAPACITY DOCUMENTATION

(a) **Bonding Capacity (\$100 million per project and \$250 million aggregate)**

This bonding requirement will only apply to those contractors who are competing for the two full and open contract awards. Offeror shall provide a letter, from an approved surety, stating the offeror has, as a minimum, **both** a current bonding capacity for this acquisition of at least \$100 million (per project) **and** at least \$250 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, Performance and Payment Bonds - Construction.

(b) **Bonding Capacity (\$10 million per project and \$25 million aggregate)**

This bonding requirement will apply to those contractors who qualify for the eight small business contract awards (as defined in para B.2 Bid Schedule). Offeror shall provide a letter, from an approved surety, stating the offeror has, as a minimum, **both** a current bonding capacity for this acquisition of at least \$10 million (per project) **and** at least \$25 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, Performance and Payment Bonds - Construction.

L.17 Other Required Documentation for Award

Offerors shall include the offeror's facsimile number and E-mail address with their proposal. In addition, the following information must also be submitted with your offer:

- a) It is required that offerors submit the original and **(3) original signed copies** of the SF1442. **(WITHOUT BINDINGS, HOLES OR STAPLES)**
- b) Completed Section B (The Schedule, RFP pages 3-5) **(WITHOUT BINDINGS, HOLES OR STAPLES)** Original and 3 copies.
- c) Comply with the requirement to electronically provide representation and certifications via the BPN website at <http://orca.bpn.gov> prior to submitting your offer.
- d) Completed Section K (FAR 52.204-8 and FAR 52.209-7) (2 Copies)
- e) A bid bond for the seed project, **clearly identifying the solicitation number** in the amount of twenty percent (20%) of the bid price, or \$3 Million, whichever is lower (1 copy).
- f) Acknowledgment of **all** amendments. (4 copies)
- g) Contractors who have Joint Ventures and Teaming Agreements must provide a signed copy of their Joint Venture Agreement and Teaming Agreement conveying who the controlling entity will be for this contract. (2 Copies)

[END OF SECTION]

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 as set forth in paragraph M.5 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.

M.2 BEST VALUE SELECTION

This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to select offerors based on the best combination of price and qualitative merit of the non-price factors of the offers submitted and reduce the administrative burden on the Offerors and the Government. The Government intends to award multiple task order contracts for the same or similar services to approximately ten sources under this solicitation. BVS predefines the value characteristics that will serve as the discriminators among offers and is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price (fixed-price contracts). However, the Government will consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose offer has lower qualitative merit if the price differential between it and other offers warrant doing so.

M.3 AWARD WITHOUT DISCUSSIONS

This procurement will be conducted utilizing the Performance Price Tradeoff 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.4 EVALUATION FACTORS AND THEIR RELATIVE IMPORTANCE

The evaluation factors are listed below:

- Factor 1 – Bonding Capacity (Pass/Fail)
- Factor 2 – Past Performance
- Factor 3 – Relevant Experience
- Factor 4 – Small Business Utilization
- Factor 5 – Price

For those offerors who are determined to be technically acceptable (i.e. pass the Bonding Capacity Factor), tradeoffs will be made between Past Performance, Relevant Experience, Small Business Utilization and Price. As individual factors, Past Performance and Relevant Experience are significantly more important than Small Business Utilization. When combined, these three factors (Past Performance, Relevant Experience, and Small Business Utilization) are significantly more important than Price.

M.5 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 *Excluded Parties List System*. Offerors whose proposals are found to be unacceptable or who appear on the *Excluded Parties List System* 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. Bonding Capacity Evaluation (Pass/Fail)

Sufficient bonding capability will be determined as detailed below. The evaluation of sufficient bonding will be based on a **Pass/ Fail basis**. Contractors who fail to provide sufficient bonding documentation as detailed below shall be eliminated from further consideration.

Contractors who qualify for the two full and open contract awards: 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, as a minimum, both a current bonding capacity for this acquisition of at least \$100M per project and at least \$250M for the aggregate project amount. Offerors with insufficient bonding capacity will be eliminated from further consideration.

Contractors who qualify for the eight small business contract awards (as defined in para B.2 Bid Schedule): 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, as a minimum, both a current bonding capacity for this acquisition of at least \$10M per project and at least \$25M for the aggregate project amount. Offerors with insufficient bonding capacity will be eliminated from further consideration.

C. Past Performance Evaluation:

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. NASA will utilize the information submitted in response to instructions in L.16, PAST PERFORMANCE INFORMATION – VOLUME I, including any additional sources of information available to it. Past performance information will be used to assess the extent to which contract objectives (including technical, management, safety/quality control, cost, and small business subcontracting) have been achieved on related projects.

For newly formed businesses having little or no company experience, the past performance of a predecessor firm, the company's principal owner(s) or corporate officer(s) may be considered. 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 Government will accomplish the past performance evaluation, assigning an overall Performance Confidence Assessment rating to the offeror's proposal as follows:

| 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. |
| <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. |
| <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. |
| <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. |
| <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. |
| <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. Relevant Experience Evaluation

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

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

E. Small Business Utilization Evaluation

The evaluation of Small Business Subcontracting and Commitment to the Small Business Program applies to all Offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan.

Small Business Subcontracting

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

(2) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

Commitment to Small Businesses

(1) NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as “high technology.” NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments.)

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(3) NASA will evaluate the Offeror’s established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(4) Evaluation: Contractor shall receive one of the following ratings for Small Business Utilization. A higher level of utilization will result in a “High” rating which is more favorable.

| RATING | DEFINITION | STANDARD |
|--------|---|---|
| HIGH | Proposal identifies a high level of Utilization of Small Business Concerns. | Provided information in their proposal which indicates High Utilization of Small Business Concerns. Utilization of Small Businesses in most areas is consistent with NASA goals. Includes more than one enforceable commitment to small businesses sub-contractor. |
| MEDIUM | Proposal identifies moderate level of Utilization of Small Business Concerns. | Provided information in their proposal which indicates moderate Utilization of Small Business Concerns. Utilization of Small Businesses in some areas is consistent with NASA goals. Includes commitments, which are not enforceable, to small business sub-contractors. |
| LOW | Proposal identifies minimal or no Utilization of Small Business Concerns. | Provided little or no information in their proposal to indicate a reasonable approach for Utilization of Small Business Concerns. Information provided shows little or no Utilization of Small Businesses consistent with NASA goals. No sub-contractor commitments (enforceable or unenforceable) were identified. |

F. Price Evaluation

A price analysis will be conducted in accordance with FAR 15.305 (a)(1) Cost or price evaluation and in accordance with NFS 1815.305 (a)(1) Cost or price evaluation. 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.6 SOURCE SELECTION DECISION

The award of multiple IDIQ Contracts will be based on a "Performance Price Tradeoff" process. For those offerors who are determined to be technically acceptable (i.e. pass the Bonding Capacity Factor), tradeoffs will be made between past performance, relevant experience, small business utilization and price. **As individual factors, Past Performance and Relevant Experience are significantly more important than Small Business Utilization. When combined, these three factors (Past Performance, Relevant Experience, and Small Business Utilization) are 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 will award the first task order, "Potable Water System Upgrades" utilizing the Best Value Process outlined above of the ten contractors awarded IDIQ contracts.

[END OF SECTION]

ATTACHMENT C

Each Request for Proposal shall indicate which wage determination is applicable to that particular project. Bid Item 0002 entitled Task Order #1 shall use the following General Decision:

General Decision Number: MS120062 01/06/2012 MS62

State: Mississippi

Construction Type: Heavy Including Water and Sewer Line Construction

County: Hancock County in Mississippi.

HEAVY CONSTRUCTION PROJECTS: DOES NOT INCLUDE FLOOD CONTROL

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/06/2012 |

* ELEC0903-009 06/01/2011

| | Rates | Fringes |
|------------------|----------|----------|
| ELECTRICIAN..... | \$ 23.60 | 12%+4.40 |

SUMS2008-080 07/07/2011

| | Rates | Fringes |
|--|----------|---------|
| CARPENTER, Including Form Work... | \$ 14.00 | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 12.29 | 0.00 |
| LABORER: Common or General..... | \$ 8.50 | 0.00 |
| LABORER: Pipelayer..... | \$ 12.00 | 0.00 |
| OPERATOR: Backhoe..... | \$ 12.52 | 0.00 |
| OPERATOR: Bulldozer..... | \$ 12.00 | 0.00 |
| OPERATOR: Drill..... | \$ 11.52 | 1.24 |
| OPERATOR: Loader (Front End).... | \$ 12.27 | 0.00 |
| OPERATOR: Trackhoe..... | \$ 10.00 | 0.00 |
| PAINTER (Brush and Spray)..... | \$ 11.88 | 0.00 |
| TRUCK DRIVER, Including Dump, Lowboy, Material, and Tractor Haul..... | \$ 10.65 | 0.00 |

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited types(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union identifiers: An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union identifiers: Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date. Survey wage rates will remain in effect and will not change until a new survey is conducted.

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)

Attachment D
Enclosure to PIC 06-01

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

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

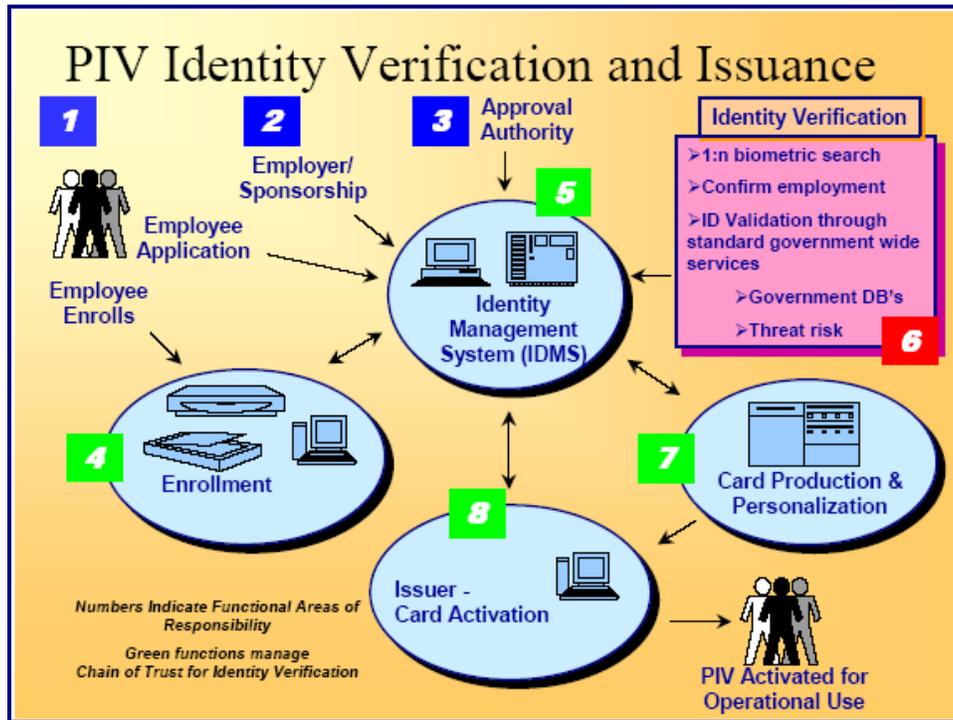


Figure A-1, FIPS 201, Appendix A

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

Step 1:

The Contractor’s Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer’s Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee’s (hereafter the “applicant”) full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not

have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

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

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

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

Step 3:

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

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

Step 4:

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

Step 5:

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

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

Step 6:

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

Step 7:

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

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

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

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

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

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

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

**ATTACHMENT E
SAFETY AND HEALTH PROGRAM**

CONTRACTOR NAME: _____

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

Last Full Calendar Year:_____ Previous Year: _____ 2 Years Previous:_____ 3 Year Average:_____ NAICS CODE:_____ Number of Employees_____

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

Last Full Calendar Year:_____ Previous Year: _____ 2 Years Previous:_____ 3 Year Average:_____ NAICS CODE:_____ Number of Employees_____

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

Last Full Calendar Year:_____ Previous Year: _____ 2 Years Previous:_____ 3 Year Average:_____

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

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

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

ATTACHMENT F– Past Performance Evaluation Form

| (FOR INFORMATION ONLY - DO NOT COMPLETE) | | | | |
|--|---|------|-------------------|------------------|
| NAME OF CONTRACTOR: | | | CONTRACT#: | |
| Please rate the General Contractor in the applicable areas according to the applicable performance criteria. | | | | |
| A rating of "Very High Level" is best unless otherwise noted. | | | | |
| NO | PERFORMANCE CRITERIA | | RATING | CONFIDENCE LEVEL |
| | <u>MANAGEMENT</u> | | | |
| 1 | Contractor's management abilities | | | |
| 2 | Professionalism of Contractor | | | |
| 3 | Small Business Utilization / Subcontract management | | | |
| 4 | Contractor's flexibility in handling unforeseen events | | | |
| 5 | Ability to communicate effectively | | | |
| 6 | Ability to coordinate the effort of its subcontractors | | | |
| 7 | Ability to adjust to schedule changes and outages | | | |
| 8 | Ability to produce required permits/documentation | | | |
| 9 | Response time to routine changes | | | |
| 10 | Overall construction knowledge | | | |
| 11 | Overall performance of Contractor | | | |
| 12 | Your overall customer satisfaction | | | |
| 13 | Your comfort level in hiring the Contractor again based solely on performance | | | |
| | <u>TECHNICAL</u> | | | |
| 14 | Overall Construction quality and workmanship | | | |
| 15 | Quality of Submittals (design/drawings) | | | |
| 16 | Ability to seek Value-Engineering activities | | | |
| 17 | Ability to follow facility rules | | | |
| 18 | Ability to minimize change orders/claims/requests for equitable adjustment | | | |
| 19 | Ability to minimize lost production time | | | |
| 20 | Ability to minimize construction defects | | | |
| 21 | Ability to complete punch list items timely | | | |
| 22 | Contractor's housekeeping practices | | | |
| | <u>QUALITY CONTROL</u> | | | |
| 23 | Contractor's knowledge of codes and regulations | | | |
| 24 | Compliance with Owner's safety programs | | | |
| 25 | EPA/DOL knowledge & compliance. Any known violations? | Y/ N | | |
| 26 | Work place violence incidents | Y/ N | | |
| | <u>SAFETY PROGRAM</u> | | | |
| 27 | OSHA Violations past three years | Y/ N | | |
| 28 | Mitigation of OSHA violations | | | |
| 29 | Evaluation of EMR rates | | | |
| 30 | Evaluation of TRIR rates | | | |
| 31 | Evaluation of DART rates | | | |
| 32 | Overall evaluation of safety program/ safety plan | | | |
| | <u>OTHER</u> | | | |
| 33 | Response time to emergencies and changes | | | Days |
| 34 | Response time to warranty work requests | | | Days |
| 35 | Job completed on time (explain if No) | | | Y/N |
| 36 | Job completed ahead of schedule | | | Y/N |
| 37 | Any known lost time caused by onsite accidents (explain if Y) | | | Y/N |
| | Thank you for your time and effort in responding to this survey. | | | |

CONFIDENCE RATING: Very High Level (VHL) High Level (HL) Moderate Level (ML) Low Level (LL)
 Very Low Level (VLL) Neutral Level (NL)

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