

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	PAGE 1 OF 51 PAGES
	NND13458538E	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	JUNE 05, 2013	

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

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.	
NND13FF11C	4200458538	EDM-1715	
7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)	
NASA DRYDEN FLIGHT RESEARCH CENTER P.O. BOX 273 M/S D-1422 JMH EDWARDS, CA 93523-0273		SEE BLOCK 7	
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (NO COLLECT CALLS)	C. EMAIL ADDRESS
	Jim Hillman	AREA CODE: (661) NUMBER: 276 EXT.: 2457	james.m.hillman@nasa.gov

SOLICITATION

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

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

REVITALIZE MISSION CONTROL INFRASTRUCTURE

OFFERS SUBMITTED VIA OTHER MAILING SERVICES SUCH AS UPS, FED EX, ETC., SHOULD BE SENT TO: NASA DRYDEN FLIGHT RESEARCH CENTER, WAREHOUSE #6, BUILDING 4876, LILLY DRIVE, EDWARDS, CA 93524.

THIS PROCUREMENT IS A TOTAL HUBZONE SMALL BUSINESS SET-ASIDE PROCUREMENT.

ALL BIDDERS MUST BE A CERTIFIED HUBZONE CONCERN BOTH AT THE TIME OF ITS INITIAL OFFER AND AT THE TIME OF CONTRACT AWARD.

THE MAGNITUDE OF THIS PROJECT IS BETWEEN \$5,000,000.00 AND \$10,000,000.00.

REFERENCE SECTION L, PARAGRAPH L.6, FAR PROVISION 52.236-27, FOR SITE VISIT DETAILS SCHEDULED FOR **JUNE 20, 2013**. BIDDER'S ARE REMINDED OF THE OPERATION OF FAR CLAUSES 52.236-2, DIFFERING SITE CONDITIONS, and 52.236-3, SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK.

TECHNICAL QUESTIONS MUST BE SUBMITTED NOT LATER THAN **JULY 11, 2013**.

11. The Contractor shall begin performance within 10 calendar days and complete it within 500 calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See Section F, contract clause F-2.)	
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	12b. CALENDAR DAYS 10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and **one (1)** copy to perform the work required are due at the place specified in Item 8 by **0900** (hour) local time **JULY 24, 2013** (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee is is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than **60** calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
CODE: _____ FACILITY CODE _____	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
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>	ITEM SEE BLOCK 27	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 234(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()
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26. ADMINISTERED BY SEE BLOCK 7	27. PAYMENT WILL BE MADE BY NSSC – FMD ACCOUNTS PAYABLE BLDG. 1111 C ROAD STENNIS SPACE CENTER, MS 39259 E-Mail Address: NSSC – Accounts Payable@nasa.gov FAX Number: (1) (866) 209-5415
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, 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"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and you offer, and (b) this contract award. No further contractual document is necessary.
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30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)	31a. NAME OF CONTRACTING OFFICER (Type or print) BRIAN G. BOWMAN
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30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY	31c. AWARD DATE
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PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 LINE ITEM DESCRIPTION

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of the project entitled “Mission Control Infrastructure Revitalization, EDM-1715” for the National Aeronautics and Space Administration at the Dryden Flight Research Center (NASA/DFRC), Edwards, California 93523. This effort consists of a base bid with twelve (12) bid options.

BASE BID Project will be performed in accordance with the specifications and drawings set forth in Section C, Description/Specifications/Work Statement, of the contract.

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BASE BID PRICE	1EA	LOT	\$ _____

BID OPTION #1, Each Area to Receive Roofing and Drain Replacement(s) – Areas A, G, and K - (Architectural).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #1 PRICE	1EA	LOT	\$ _____

BID OPTION #2, Each Area to Receive Roofing and Drain Replacement(s) – Area C - (Architectural).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #2 PRICE	1EA	LOT	\$ _____

BID OPTION #3, Each Area to Receive Roofing and Drain Replacement(s) – Area E - (Architectural).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #3 PRICE	1EA	LOT	\$ _____

BID OPTION #4. Each Area to Receive Roofing and Drain Replacement(s) – Area H - (Architectural).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #4 PRICE	1EA	LOT	\$ _____

BID OPTION #5. Each Area to Receive Roofing and Drain Replacement(s) – Area I - (Architectural).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #5 PRICE	1EA	LOT	\$ _____

BID OPTION #6. Each Area to Receive Roofing and Drain Replacement(s) – Area L - (Architectural).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #6 PRICE	1EA	LOT	\$ _____

BID OPTION #7. Replacement of Existing Wood Ramps and Stairs (Architectural).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #7 PRICE	1EA	LOT	\$ _____

BID OPTION #8. Demolition and Replacement of Air Handler Unit (AHU) in Fan House 1 and Renovation of Associated Ductwork and Controls - (Mechanical).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #8 PRICE	1EA	LOT	\$ _____

BID OPTION #9. Demolition of Abandoned Air Handler Equipment From Fan House 7 - (Mechanical).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #9 PRICE	1EA	LOT	\$ _____

BID OPTION #10, Demolition of Old Cooling Tower Frame Near Fan House 1A - (Mechanical).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #10 PRICE	1EA	LOT	\$ _____

BID OPTION #11, Replace Condenser Water Supply Pipe Associated with Cooling Towers near Fan House 1 - (Mechanical).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #11 PRICE	1EA	LOT	\$ _____

BID OPTION #12, Demolition of Chiller, Chilled Water Pumps, Condenser Water Pumps, Cooling Towers and Associated Piping in Fan House 6 - (Mechanical).

	<u>QTY</u>	<u>UNIT</u>	<u>TOTAL PRICE</u>
BID OPTION #12 PRICE	1EA	LOT	\$ _____

TOTAL PRICE \$ _____
 (Base Bid + Bid Option(s) if exercised)

[End of Clause]

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

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

*TO BE COMPLETED AT TIME OF AWARD

[End of Clause]

[END OF SECTION]

PART I – THE SCHEDULE

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 The contractor shall perform all effort and provide all materials, labor, and equipment needed to accomplish the work described in attached specifications and drawings (unless otherwise stated in the contract).

Specifications for
Mission Control Infrastructure Revitalization, EDM-1715 794 Pages

Drawings for
Mission Control Infrastructure Revitalize, EDM-1715,
including Options 1 through 12. 74 Pages

(End of Clause)

[END OF SECTION]

PART I – THE SCHEDULE

SECTION D - PACKAGING AND MARKING

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[END OF SECTION]

PART I – THE SCHEDULE**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)

CLAUSE NUMBER	DATE	TITLE
52.246-12	AUG 1996	INSPECTION OF CONSTRUCTION

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

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

NONE INCLUDED BY REFERENCE.

[END OF SECTION]

PART I – THE SCHEDULE

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)

CLAUSE NUMBER	DATE	TITLE
52.242-14	APR 1984	SUSPENSION OF WORK

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

CLAUSE NUMBER	DATE	TITLE
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NONE INCLUDED BY REFERENCE.

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK. (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 500 calendar days, following receipt of a Notice To Proceed (NTP). The time stated for completion shall include final cleanup of the premises.

(End of clause)

F.3 52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION. (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$2,700.50 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

[END OF SECTION]

PART I – THE SCHEDULE**SECTION G - CONTRACT ADMINISTRATION DATA****G.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)

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

NONE INCLUDED BY REFERENCE.

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

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

NONE INCLUDED BY REFERENCE.

G.2 1852.242-70 TECHNICAL DIRECTION. (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 18-42.270. "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)

[END OF SECTION]

PART I – THE SCHEDULE

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)

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

NONE INCLUDED BY REFERENCE.

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

CLAUSE NUMBER	DATE	TITLE
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY

(End of clause)

H.2 52.236-4 PHYSICAL DATA. (APR 1984)

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

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by survey.
- (b) Weather Conditions The weather conditions at the NASA/DFRC site are approximately as listed below but each bidder should satisfy himself before submitting his bid, as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from the National Weather Service.

The climate of the base is characterized by hot, dry summers, and cool, slightly moist winters. Mean annual precipitation is less than 125mm. Most precipitation comes as light rainfall during the winter months. Light snowfalls of a 50mm are not uncommon, and heavy snowfalls rarely occur. Thunderstorms occasionally bring brief but heavy rains in late summer. Temperatures between 35 and 45 degrees C are common in summer. Winter

temperatures may drop well below freezing. Both winter and summer are characterized by wide fluctuations between daytime and nighttime temperatures brought on by the generally low humidity of the desert. Strong southwesterly winds are common particularly in spring and early summer. Moderate to strong easterly Santa Ana winds are common in the fall and winter. The frost-free season is quite variable, but on the average it ranges from 200 to 250 days.

- (c) Transportation facilities: N/A.
- (d) The natural soils consist predominantly of older alluvial sediments deposited by river and stream action. About 300 mm of loose native fill covers the NASA/DFRC site, consisting of silty sand and sand, tan. Light brown to brown, slightly moist medium dense, medium grained, and containing some gravel and rootlets. The natural soils underlying the site consist of silty sands and sand to a depth of 2 meters. Decomposed granite and the top 300 mm of loose fill, all earth materials are dense and strong. Groundwater may be encountered near the Roger's Dry Lake bed.

(End of clause)

H.3 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES. (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

- (c) Utilities furnished by the Government are identified in the contract specifications.

(End of clause)

H.4 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

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

**ALTERNATE I
(SEPTEMBER 1989)**

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

H.5 1852.243-72 EQUITABLE ADJUSTMENTS. (APRIL 1998)

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

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the

contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen’s Compensation Insurance; and equipment hours and rates.

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

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

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

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

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

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

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

(End of clause)

H.6 DFRC 52.223-90 ASBESTOS MATERIAL. (FEB 2001)

During performance of this contract, Contractor personnel performing work in DFRC buildings may come in contact with materials containing asbestos. DFRC Building 4800 and communication cable manholes are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. This building and all other DFRC buildings may contain asbestos in floor tile, pipe, and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify representatives of the Safety and Health Office for guidance. The Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of clause)

H.7 DFRC 52.223-91 SAFETY AND HEALTH PLAN INCORPORATED BY REFERENCE. (FEB 2001)

After NASA approval, the Contractor's Health and Safety Plan, and any updates thereto, will be incorporated in their entirety by reference, with the same force and effect as if they were given in full text. Therefore, the Contractor's Health and Safety Plan dated * is hereby incorporated by reference.

*TO BE COMPLETED AFTER SUBMISSION AND APPROVAL OF PLAN

(End of clause)

[END OF SECTION]

PART II – CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

NOTICE: 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. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

I.2 52.202-1 DEFINITIONS. (JAN 2012)**I.3 52.203-3 GRATUITIES. (APR 1984)****I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)****I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.
(SEP 2006)****I.6 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)****I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)****I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER
ACTIVITY. (JAN 1997)****I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS. (OCT 2010)****I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT.
(APR 2010)**

- I.11 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC2007)**
- I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)**
- I.13 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (DEC 2012)**
- I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)**
- I.15 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (AUG 2012)**
- I.16 52.204-13 CENTRAL CONTRACTOR REGISTRATION MAINTENANCE (DEC 2012)**
- I.17 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)**
- I.18 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (FEB 2012)**
- I.19 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (MAY 2012)**
- I.20 52.210-1 MARKET RESEARCH. (APR 2011)**
- I.21 52.211-13 TIME EXTENSIONS. (SEP 2000)**
- I.22 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS. (APR 2008)**
- I.23 52.214-26 AUDIT AND RECORDS - SEALED BIDDING. (OCT 2010)**
- I.24 52.214-27 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (AUG 2011)**
- I.25 52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 2010)**
- I.26 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING. (JAN 1986)**
- I.27 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD. (NOV 2011) W/ALTERNATE I (NOV 2011)**
- I.28 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011)**

- I.29 52.219-14 LIMITATIONS ON SUBCONTRACTING. (NOV 2011)**
- I.30 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION. (APR 2012)**
- I.31 52.222-3 CONVICT LABOR. (JUN 2003)**
- I.32 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)**
- I.33 52.222-6 DAVIS-BACON ACT. (JUL 2005)**
- I.34 52.222-7 WITHHOLDING OF FUNDS. (FEB 1988)**
- I.35 52.222-8 PAYROLLS AND BASIC RECORDS. (JUN 2010)**
- I.36 52.222-9 APPRENTICES AND TRAINEES. (JUL 2005)**
- I.37 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS. (FEB 1988)**
- I.38 52.222-11 SUBCONTRACTS (LABOR STANDARDS). (JUL 2005)**
- I.39 52.222-12 CONTRACT TERMINATION - DEBARMENT. (FEB 1988)**
- I.40 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS. (FEB 1988)**
- I.41 52.222-14 DISPUTES CONCERNING LABOR STANDARDS. (FEB 1988)**
- I.42 52.222-15 CERTIFICATION OF ELIGIBILITY. (FEB 1988)**
- I.43 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT. (OCT 2010)**
- I.44 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**
- I.45 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**
- I.46 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION. (FEB 1999)**
- I.47 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)**
- I.48 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)**
- I.49 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)**

- I.50 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)**
- I.51 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)**
- I.52 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JUL 2012)**
- I.53 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (JUL 2012)**
- I.54 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) W/ALTERNATE I (JUL1995)**
- I.55 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)**
- I.56 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**
- I.57 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)**
- I.58 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)**
- I.59 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)**
- I.60 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**
- I.61 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**
- I.62 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES. (JUN 2000)**
- I.63 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**
- I.64 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007) W/ ALTERNATE I (APR 1984)**
- I.65 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**
- I.66 52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS. (DEC 2007)**

I.67 52.228-1 BID GUARANTEE. (SEP 1996)

(c) The amount of the bid guarantee shall be 20% of the bid price or \$3 Million, whichever is less, in paragraph (c)).

I.68 52.228-2 ADDITIONAL BOND SECURITY. (OCT 1997)**I.69 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)****I.70 52.228-11 PLEDGES OF ASSETS. (JAN 2012)****I.71 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)****I.72 52.228-14 IRREVOCABLE LETTER OF CREDIT. (DEC 1999)****I.73 52.228-15 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION
(OCT 2010)****I.74 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)****I.75 52.232-17 INTEREST. (OCT 2010)****I.76 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS. (SEP
2002)****I.77 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)****I.78 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)****I.79 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL
CONTRACTOR REGISTRATION (OCT. 2003)****I.80 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS. (OCT 2008)****I.81 52.233-1 DISPUTES. (JUL 2002)****I.82 52.233-1 DISPUTES. (JUL 2002) W/ALTERNATE I (DEC 1991)****I.83 52.233-3 PROTEST AFTER AWARD. (AUG 1996)****I.84 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)****I.85 52.236-2 DIFFERING SITE CONDITIONS. (APR 1984)****I.86 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK.
(APR 1984)**

- I.87 52.236-5 MATERIAL AND WORKMANSHIP. (APR 1984)**
- I.88 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR. (APR 1984)**
- I.89 52.236-7 PERMITS AND RESPONSIBILITIES. (NOV 1991)**
- I.90 52.236-8 OTHER CONTRACTS. (APR 1984)**
- I.91 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. (APR 1984)**
- I.92 52.236-10 OPERATIONS AND STORAGE AREAS. (APR 1984)**
- I.93 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION. (APR 1984)**
- I.94 52.236-12 CLEANING UP. (APR 1984)**
- I.95 52.236-13 ACCIDENT PREVENTION. (NOV 1991)**
- I.96 52.236-13 ACCIDENT PREVENTION. (NOV 1991) W/ALTERNATE I (NOV 1991)**
- I.97 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS. (APR 1984)**
- I.98 52.236-17 LAYOUT OF WORK. (APR 1984)**
- I.99 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION. (FEB 1997)**
- I.100 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION. (FEB 1997) W/ALTERNATE I (APR 1984)**
- I.101 52.236-26 PRECONSTRUCTION CONFERENCE. (FEB 1995)**
- I.102 52.242-13 BANKRUPTCY. (JUL 1995)**
- I.103 52.243-4 CHANGES. (JUN 2007)**
- I.104 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)**
- I.105 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)**
- I.106 52.246-21-WARRANTY OF CONSTRUCTION (MAR 1994)**
- I.107 52.248-3 VALUE ENGINEERING - CONSTRUCTION. (OCT 2010)**
- I.108 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)**

- I.109 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012) W/ALTERNATE I (SEP 1996)**
- I.110 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION). (APR 1984)**
- I.111 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**
- I.112 1852.203-70 DISPLAY OF IG HOTLINE POSTERS. (JUNE 2001)**
- I.113 1852.209-72 COMPOSITION OF THE CONTRACTOR. (DECEMBER 1988)**
- I.114 1852.215-84 OMBUDSMAN. (NOVEMBER 2011)**
- I.115 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEPTEMBER 1990)**
- I.116 1852.219-76 NASA 8 PERCENT GOAL. (JULY 1997)**
- I.117 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DECEMBER 1988)**
- I.118 52.217-7 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM. (MAR 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within *45 days after bid opening*. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

- I.119 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)**

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

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

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

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

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

(2) Submit this estimate to _____ [*Contracting Officer complete in accordance with agency procedures*].

(End of clause)

I.120 52.223-11 OZONE-DEPLETING SUBSTANCES. (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.121 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS. (SEP 2010)

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

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

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

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

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

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

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

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

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

“Cost of components” means--

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

(b) *Domestic preference.*

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

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: _____
[Contracting Officer to list applicable excepted materials or indicate "none"]

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

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

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

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

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

(1)

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[Include other applicable supporting information.]

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

(End of clause)

I.122 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA. (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.123 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

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

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

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to

utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

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

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

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

I.124 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

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

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

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

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

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

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

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

- 7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- 8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

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

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

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

(End of clause)

[END OF SECTION]

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****J.1 LIST OF ATTACHMENTS**

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NO.	NO. OF PAGES	TITLE
1	27	General Wage Decision # CA130031, Modification #7 dated 05/31/2013
2	1	DFRC Form 735-1 - Visit Request – U.S. Citizen
3	794	Specifications entitled “Revitalize Mission Control Infrastructure”, dated 02/27/2013
4	74	Mission Control Infrastructure Revitalization Drawings – Sheets 1 -74

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (DEC 2012)**

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$14.0 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, 2010, or 2012.

(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 Certain Activities or Transactions 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 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS.
(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 (FAPIS) 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 FAPIS 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)

**K.3 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (APR 2012)
W/ALTERNATE I (APR 2012)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238220.

(2) The small business size standard is \$14.0 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) *Representations.* (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(c) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent

directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.4 52.219-2 EQUAL LOW BIDS. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that –

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K.6 52.236-28 PREPARATION OF PROPOSALS - CONSTRUCTION. (OCT 1997)

- (a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms; and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.
- (b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including -
 - (1) Lump sum price;
 - (2) Alternate prices;
 - (3) Units of construction; or
 - (4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.
- (c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words no proposal in the space provided for any item on which no price is submitted.
- (d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

K.7 1852.225-72 - RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION. (FEB 2012)

(a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

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

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

<http://www.arnet.gov/far/>

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

http://www.ksc.nasa.gov/procurement/uniq_cls.htm

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

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.211-6	AUG 1999	BRAND NAME OR EQUAL
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (Insert “[DO-C2]” in blank). (This is a DO rated order).
52.214-3	DEC 1989	AMENDMENTS TO INVITATIONS FOR BIDS
52.214-4	APR 1984	FALSE STATEMENTS IN BIDS
52.214-5	MAR 1997	SUBMISSION OF BIDS
52.214-6	APR 1984	EXPLANATION TO PROSPECTIVE BIDDERS
52.214-7	NOV 1999	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS
52.214-18	APR 1984	PREPARATION OF BIDS—CONSTRUCTION
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY

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

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.228-73	OCT 1988	BID BOND
1852.233-70	OCT 2002	PROTESTS TO NASA

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

The Government contemplates award of a Firm Fixed Price (FFP) construction contract resulting from this solicitation.

(End of provision)

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

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

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

Goals For Minority
Participation For Each Trade

19.1%

Goals For Female
Participation For Each Trade

6.9%

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

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled Affirmative Action Compliance Requirements for Construction, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is California, Kern County, Edwards AFB.

(End of provision)

L.4 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS (FEB 2009)

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

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

(c) *Evaluation of offers.*

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

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

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

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance

with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

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

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

Alternate I (May 2002). As prescribed in [25.1102\(b\)\(2\)](#), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(End of provision)

L.5 52.233-2 SERVICE OF PROTEST. (SEP 2006)

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

Attn: Brian G. Bowman
P.O. Box 273, M/S: D-1422
Edwards, CA 93523-0273

(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.6 52.236-27 SITE VISIT (CONSTRUCTION). (FEB 1995) W/ALTERNATE I (FEB 1995)

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

(b) An organized site visit has been scheduled for – **Thursday, 20JUNE13 at 0900 HRS.**

(c) Participants will meet at – NASA Dryden Flight Research Center, Building 4825, Integrated Support Facility (ISF).

At least three (3) days prior to the site visit, please submit to the Contracting Officer, DFRC Form 735-1, Visit Request – U.S. Citizen (See Section J, Attachment #2). Please ensure that this form is filled out completely to avoid any delays in being granted access to Edwards AFB, CA. and NASA-DFRC, Edwards, CA.

(End of provision)

L.7 1852.223-73 SAFETY AND HEALTH PLAN. (NOV 2004) W/ALTERNATE I (NOV 2004)

(a) The apparent low bidder, upon request by the Contracting Officer, shall submit a detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall be submitted within the time specified by the Contracting Officer. Failure to submit an acceptable plan shall make the bidder ineligible for the award of a contract. The plan shall 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.8 1852.236-74 MAGNITUDE OF REQUIREMENT. (DEC 1988)

The Government estimated price range of this project is between \$5,000,000.00 and \$10,000,000.00.

(End of provision)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION M - EVALUATION FACTORS FOR AWARD****M.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)

CLAUSE NUMBER	DATE	TITLE
52.214-19	AUG 1996	CONTRACT AWARD - SEALED BIDDING - CONSTRUCTION.
52.217-4	JUN 1988	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD

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

CLAUSE NUMBER	DATE	TITLE
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NONE INCLUDED BY REFERENCE.

[END OF SECTION]