

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	3. SOLICITATION NO. NNA13418436R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED April 25, 2013	PAGE 1 OF 65 PAGES
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**IMPORTANT – The “offer” section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO. <b>4200418436</b>		6. PROJECT NO. N/A	
7. ISSUED BY Acquisition Division Attn: Ken Kitahara M/S 213-1 , Bldg N213, Rm 101A NASA Ames Research Center Moffett Field, CA 94035-0001		CODE 0616	8. ADDRESS OFFER TO (If other than Item 7) Acquisition Division Attn: Elizabeth Baierl M/S 241-1 NASA Ames Research Center Moffett Field, CA 94035-0001		
9. FOR INFORMATION CALL: ➤	A. NAME  <b>Elizabeth Baierl</b>	B. TELEPHONE NO. (NO COLLECT CALLS)			C. EMAIL ADDRESS  <b>elizabeth.a.baierl@nasa.gov</b>
		AREA CODE  <b>650</b>	NUMBER  <b>604-5082</b>	EXT.	

**SOLICITATION**

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

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

A single award, Firm Fixed Price contract to Replace Arc Jet Complex Steam Vacuum System Boiler located at NASA Ames Research Center (ARC), Moffett Field, California 94035.

**OFFERS MUST BE HAND CARRIED OR SUBMITTED VIA EXPRESS MAIL ONLY**

11. The Contractor shall begin performance within **10** calendar days and complete it within **830** calendar days (with option) after receiving

award,  the notice to proceed. This performance period is  mandatory,  negotiable. (*See Section C.*)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? ( <i>If “YES.” Indicate within how many calendar days after award in Item 12B.</i> ) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (REFERENCE Contract Clause I.9, FAR 52.228-15)	12B. CALENDAR DAYS  10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- Sealed offers in accordance with the instructions in Section L, are due at the place specified in Item 8 by 3:00 p.m. (*hour*) local time on **May 24, 2013**. **This is not a public bid opening.** Sealed envelopes containing offers shall be marked to show the offeror’s name and address, the solicitation number, and the date and time offers are due.
- An offer guarantee  is  is not required.
- All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)  TIN: _____ CAGE CODE: _____ DUNS#: _____ CODE: _____ FACILITY CODE _____	15. TELEPHONE NO. (Include area code)  FAX: _____ 16. REMITTANCE ADDRESS (Include only if different than Item 14)
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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 120 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 <span style="font-size: 2em; vertical-align: middle;">➤</span>	
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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 (Type or print)	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 (4 copies unless otherwise specified)	ITEM <span style="font-size: 2em; vertical-align: middle;">➤</span>	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
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26. ADMINISTERED BY CODE  SAME AS BLOCK 7	27. PAYMENT WILL BE MADE BY  NSSC Shared Services Center Financial Management Division (FMD)-Accounts Payable Bldg 1111, C Road Stennis Space Center MS 39529 Email: <a href="mailto:nssc-AccountsPayable@nasa.gov">nssc-AccountsPayable@nasa.gov</a> FAX: 866-209-5415 **Include TIN with ALL progress payment requests**
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, 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.

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

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

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

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

STANDARD FORM 1442 BACK (REV. 4-85)

DRAFT

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**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth herein the Statement of Work and all work identified in the specification, and drawings as specified in this contract.

**CLIN 0001 – Base Period:**

Item No.	Description	Qty	Unit	Price
01	BASE Award- Items 1-24 in Section C.1, Description/Specification/Statement of Work	1	JB	\$ _____

**Option Requirement**

The Government may unilaterally exercise an option upon award or any time during the first 120 days following award.

**CLIN 0002 – Option 1:**

Item No.	Description	Qty	Unit	Price
02	SPHERE 6, See Item 26 Section C, C.1 Specification/Statement of Work	1	JB	\$ _____

**CLIN 0003 – Option 2:**

Item No.	Description	Qty	Unit	Price
03	BOILER AUXILIARY STEAM HEATING SYS See Item 27 Section C, C.1 Specification/Statement of Work	1	JB	\$ _____

**CLIN 0004 – Option 3:**

Item No.	Description	Qty	Unit	Price
04	BOILER STACK ACCESS, See Item 28 Section C, C.1 Specification/Statement of Work	1	JB	\$ _____

**CLIN 0005 – Option 4:**

RESERVED

**CLIN 0006 – Option 5:**

Item No.	Description	Qty	Unit	Price
06	N231 ARC JET COMPLEX BOILER PLANT RESTROOM, See Item 29 Section C, C.1 Specification/Statement of Work	1	JB	\$ _____

**CLIN 0007 – Option 6:**

Item No.	Description	Qty	Unit	Price
07	N231 ARC JET COMPLEX BOILER PLANT PAINTING, PARKING AND CONTROL ROOM HVAC, See Item 30 Section C, C.1 Specification/Statement of Work	1	JB	\$ _____

**CLIN 0008 – Option 7:**

Item No.	Description	Qty	Unit	Price
08	N231 ARC JET COMPLEX BOILER PLANT N234 BOILER & FWDA DEMOLITION, See Item 31 Section C, C.1 Specification/Statement of Work	1	JB	\$ _____

(END OF CLAUSE)

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

- (a) The total firm fixed price of the Base Award (CLIN 0001) is \$ \_\_\_\_\_.
- (b) If exercised, the total firm fixed price of Option 1 (CLIN 0002) is \$ \_\_\_\_\_.
- (c) If exercised, the total firm fixed price of Option 2 (CLIN 0003) is \$ \_\_\_\_\_.
- (d) If exercised, the total firm fixed price of Option 3 (CLIN 0004) is \$ \_\_\_\_\_.
- (e) If exercised, the total firm fixed price of Option 5, (CLIN 0006) is \$ \_\_\_\_\_.
- (f) If exercised, the total firm fixed price of Option 6, (CLIN 0007) is \$ \_\_\_\_\_.
- (g) If exercised, the total firm fixed price of Option 7, (CLIN 0008) is \$ \_\_\_\_\_.

(END OF CLAUSE)

[END OF SECTION]

## SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide all resources necessary to perform the requirements set forth in the Statement of Work and all work identified in the specification, and drawings as specified in this contract.

#### 1.1 SUMMARY

The Contractor shall provide for the project entitled 'Replace Arc Jet Complex Steam Vacuum System Boiler' that supports the Ames Arc Jet Complex located at NASA Ames Research Center (ARC), Moffett Field, California 94035.

#### 1.2 Background

This project will replace the existing 49-year old boiler plant which generates motive steam required by the Steam Vacuum System (SVS) in the NASA Ames Arc Jet Complex (AJC). The existing plant consists of a single steam boiler which has been in continuous service for over 66 years. The existing boiler NOx emissions discharge is around 23 ppm which complies with the current regulation limit of 30 ppm of NOx. More restrictive NOx emissions regulations took effect January 1, 2012 when the regulation limit for NOx was lowered to 5 ppm.

#### 1.3 Scope

The contractor shall furnish all labor, equipment, material and services to install, and test the specified work and all work reasonably incidental thereto, in accordance with the attached specifications and the accompanied drawings identified in Section J, List of Documents, Exhibits and Attachments. Scope includes all labor and materials required for a complete and fully operating system. The project consists of a Base Award (CLIN 0001) as well as Six (6) Options, if exercised, as detailed in the attached drawings and specifications.

Major work items to be performed and priced as follows:

**Base Award (CLIN 0001):**

1. Three (3) low emission, high pressure steam boilers.
2. Deaerator heater and feedwater tank.
3. Boiler NOx reduction systems.
4. Bulk Ammonia Tank System.
5. Supporting and connecting piping.
6. Boiler plant controls.
7. Other major boiler plant mechanical equipment, including auxiliary boiler, combustion air fan, boiler, feedwater & chemical feed pumps, blowdown recovery heat exchanger, boiler makeup water softener package, flow measuring devices, backflow preventers, steam traps, flash tanks, control valve station, pressure reducing valve station, and safety valves.
8. Reinforced concrete slab foundation.
9. Structural steel canopy covering the full footprint of the new boiler plant.
10. Platforms and stairs for servicing boilers and feedwater/de-aerator tank.

11. Partial demolition and removal of Sphere No. 6 foundations.
12. Demolition of site utilities within boundary of construction.
13. Demolition of room interior within new control room in N231.
14. Electric distribution service.
15. Boiler control room in Building N231.
16. Control room lighting, fire alarm, security, data and communication systems.
17. Gas and water utilities.
18. Earthwork, including grading and drainage improvements.
19. Asphalt pavement surrounding new boiler plant foundation slab.
20. Perimeter site fence with concrete ramps, manual sliding gates and card access man gate.
21. Site restoration.
22. Traffic control for streets affected by construction operations.
23. Component and integrated system testing.
24. Engineering of portions to be equivalent substitutions different from what are shown and to be prepared by California licensed engineers to be submitted for review approved by the Government.

**OPTION 1 – SPHERE 6 (CLIN0002):**

Demolition of (E) NOx Sphere 6, associated accessory buildings, tanks and piping of abandoned NOx system. Bid option includes all demolition work above ground shown within this boundary. Demolish scrubber sphere and structural supports, NOx scrubber tower, NOx scrubber surge holding tank, NOx scrubber surge waste tank, storage shed, chemical tank and associated piping.

**OPTION 2 – BOILER AUXILIARY STEAM HEATING SYSTEM (CLIN0003):**

Design, furnish and install auxiliary steam heating system for all three boilers to utilize heat exchanger in mud drum for maintaining boiler temperature above 250°F while main burners are shut off. Auxiliary heating system shall heat the two boilers intended for next day service. System shall be designed for automatic unattended service. Combining boiler auxiliary heating system with deaerator auxiliary heating system into one system is an acceptable alternative.

**OPTION 3 – BOILER STACK ACCESS (CLIN0004):**

Provide SVS Boiler stack platforms and caged ladders.

**OPTION 4 (CLIN0005):**

RESERVED.

**OPTION 5 – N231 ARC JET COMPLEX BOILER PLANT RESTROOM (CLIN0006):**

Remodel N231 Arc Jet Complex Boiler Plant restroom for ADA compliance. Provide shower room and tankless water heater.

**OPTION 6 – N231 ARC JET COMPLEX BOILER PLANT PAINTING, PARKING AND CONTROL ROOM HVAC (CLIN0007):**

Provide N231 Arc Jet Complex Boiler Plant control room replacement HVAC system, entry walkway and ADA ramp, parking lot paving and curbs, and painting of N231 Arc Jet Complex Boiler Plant east high bay wall.

**OPTION 7 – N234A BOILER & Feedwater/Deaerator (FWDA) DEMOLITION (CLIN0008):**

Demolition of the existing SVS Boiler and FWDA system located inside N234A. Demolish existing mechanical equipment, unless specifically identified to remain. Equipment demolition scope includes all connecting piping, pumps, controls, instruments and electrical power, which are not required for other equipment identified to remain.

**1.4 Building Information Modeling (BIM)**

As stated in the requirements under Specification K11027, “Replace Arc Jet Complex Steam Vacuum Boiler”, Section 011100, “Summary of Work,” the Contractor shall construct the project utilizing Building Information Modeling procedures and requirements as set forth in the NASA BIM Scope of Services document, ‘Building Information Modeling Scope of Services and Requirements For Construction Contractor In A Design-Bid-Build Process – Replace Arc Jet Complex SVS Boiler’ dated April 24, 2012.

Upon award of the construction contract, the Contracting Officer’s Representative (COR) will provide to the Contractor the Government’s Building Information Model (BIM). These models are for the use by the contractor in the development of the BIM required under the scope of service document referenced. The Contractor shall not construe the Government-developed BIM as meeting the whole or part of the requirements identified in scope of services document referenced above. These requirements are the sole responsibility of the Contractor.

**1.5 NASA’s Online Construction Management System**

All construction documents including but not limited to submittals, requests for information (RFIs), daily reports, field clarifications, schedules, change orders, and progress payment requests shall be submitted and electronically approved through NASA’s online construction management system.

Digital signatures as mutually agreed upon by the Government and the Contractor shall be considered legally binding and the equivalent of pen and ink signatures.

The Government reserves the right to select which electronic format is used in documents submitted online provided that format is in widespread public use (such as PDF) and is commercially available for no more than a nominal fee.

Whenever practical the text in documents submitted online shall be electronically searchable information as opposed to scanned or digitally photographed information.

The Government reserves the right to establish naming conventions for any documents submitted to the online construction management system. The Government reserves the right to provide a form that shall be used for any document submitted online including but not limited to: requests for information and submittal transmittal forms. The text in these documents shall remain electronically searchable when submitted.

(END OF CLAUSE)

[END OF SECTION]

**SECTION D – PACKAGING AND MARKING**

**D.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

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

CLAUSE NO.	DATE	TITLE
None included by reference		

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

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

[END OF SECTION]

**SECTION E – INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

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

Clause Number	Date	Title
52.246-2	AUG 1996	INSPECTION OF SUPPLIES--FIXED PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES—FIXED PRICE
52.246-13	AUG 1996	INSPECTION—DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS

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

Clause Number	Date	Title
None included by reference		

(END OF CLAUSE)

**E.2 INSPECTION OF CONSTRUCTION (FAR 52.246-12) (AUG 1996)**

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

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

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

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may --
- (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
  - (2) Terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(END OF CLAUSE)

[END OF SECTION]

**SECTION F – DELIVERIES AND PERFORMANCE**

**F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

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

Clause Number	Date	Title
52.242-14	APR 1984	SUSPENSION OF WORK
52.242-15	APR 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

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

Clause Number	Date	Title
None included by reference		

(END OF CLAUSE)

**F.2 PERIOD OF PERFORMANCE**

- (a) The performance period for the Base Award will be 730 calendar days after receiving the Notice to Proceed.
- (b) Options will extend the performance period at the rate of 20 calendar days per Option.

(END OF CLAUSE)

**F.3 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)**

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

(END OF CLAUSE)

**F.4 LIQUIDATED DAMAGES – CONSTRUCTION (FAR 52.211-12) (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 \$25,000 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

F.5 TIME EXTENSIONS (FAR 52.211-13) (SEP 2000)

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

(END OF CLAUSE)

[END OF SECTION]

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

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

Clause Number	Date	Title
None included by reference		

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

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

**G.2 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.232-5) (SEP 2002)**

- (a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.
- (b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.
  - (1) The Contractor's request for progress payments shall include the following substantiation:
    - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
    - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
    - (iii) A listing of the total amount of each subcontract under the contract.
    - (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
    - (v) Additional supporting data in a form and detail required by the Contracting Officer.
  - (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if:

- (i) Consideration is specifically authorized by this contract; and
  - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

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

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

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

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

- (e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When

the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

- (f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as:
- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
  - (2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.
- (g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.
- (h) Final payment. The Government shall pay the amount due the Contractor under this contract after:
- (1) Completion and acceptance of all work;
  - (2) Presentation of a properly executed voucher; and
  - (3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).
- (i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.
- (j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be –
- (1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and
  - (2) Deducted from the next available payment to the Contractor.

(END OF CLAUSE)

## G.3 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008) (MODIFIED AUG 2011)

- (a) Invoices shall be prepared in accordance with the Prompt Payment clause of this delivery order and submitted in quadruplicate, unless otherwise specified, to the address below:

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

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

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

The contractor shall also submit to the Contracting Officer an advance copy of the invoice and all required supporting documentation prior to submitting the invoice to NSSC.

(END OF CLAUSE)

## G.4 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993).

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

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

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

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

- (1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(END OF CLAUSE)

G.5 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (NFS 1852.245-74)(JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

\_\_\_\_\_

\_\_\_\_\_

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(END OF CLAUSE)

[END OF SECTION]