

SOLICITATION, OFFER, AND AWARD (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 May 8, 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. 4200418436	6. PROJECT NO. N/A
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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
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9. FOR INFORMATION CALL: ➤	A. NAME Elizabeth Baierl	B. TELEPHONE NO. (NO COLLECT CALLS)			C. EMAIL ADDRESS elizabeth.a.baierl@nasa.gov
		AREA CODE 650	NUMBER 604-5082	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 **850** 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. local time on June 7, 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.

Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered.

Offers shall be addressed to NASA Ames Research Center, Attn: Elizabeth Baierl, Mail Stop 241-1, Moffett Field, CA 94035-0001

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

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	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: nssc-AccountsPayable@nasa.gov 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

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (<i>Contractor is required to sign this document and return copies to issuing office.</i>) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.		<input type="checkbox"/> 28. AWARD (<i>Contractor is not required to sign this document.</i>) 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 (<i>Type or print</i>)		31A. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

STANDARD FORM 1442 BACK (REV. 4-85)

PART I – THE SCHEDULE	1
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS	1
B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED	1
B.2 Firm Fixed Price (NFS 1852.216-78) (DEC 1988).....	2
SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	1
C.1 SPECIFICATION/STATEMENT OF WORK	1
SECTION D - PACKAGING AND MARKING	1
D.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998).....	1
SECTION E - INSPECTION AND ACCEPTANCE	1
E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998).....	1
E.2 INSPECTION OF CONSTRUCTION (FAR 52.246-12) (AUG1996).....	1
SECTION F - DELIVERIES AND PERFORMANCE	1
F.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998).....	1
F.2 PERIOD OF PERFORMANCE.....	1
F.3 DELIVERY COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10) (APR 1984)	1
F.4 LIQUIDATED DAMAGES - CONSTRUCTION (FAR 52.211-1) (SEP 2000)	1
F.5 TIME EXTENSIONS (FAR 52.211-13) (SEPT 2000).....	2
SECTION G - CONTRACT ADMINISTRATION DATA.....	1
G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	1
G.2 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (FAR 52.232-5) (SEP 2002).....	1
G.3 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008) (MOD AUG 2011).....	4
G.4 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993).....	4
G.5 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (NFS 1852.245-74) (JAN 2011).....	5
SECTION H – SPECIAL CONTRACT REQUIREMENTS.....	1
H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	1
H.2 SAFETY AND HEALTH (NFS 1852.223-70) (APR 2002)	1
H.3 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) (ALT I) (SEP 1989).....	3
H.4 EQUITABLE ADJUSTMENTS (NFS 1852.243-72) (APR 1998)	3
H.5 INCORPORATION OF THE CONTRACTOR’S PROPOSAL	5
H.6 SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (NOV 2010).....	5
SECTION I – CONTRACT CLAUSES	1
I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	1
I.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2011).....	5
I.3 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (FAR 52.217-7) (MAR 1989).....	5
I.4 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-2) (DEC 2007).....	5
I.5 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997) ALT I (JUL 1995)	6
I.6 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (FAR 52.223-9) (MAY 2008).....	8
I.7 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (FAR 52.225-9) (SEP 2010).....	8
I.8 BID GUARANTEE (FAR 52.228-1) ((SEPT 1996)	15

I.9	PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1) (APR 1984).....	12
I.10	OMBUDSMAN (NFS 1852.215-84) (OCT 2003)	12
I.11	MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)	13
I.12	RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUNE 2005).....	13
I.13	ENGINEERING CHANGE PROPOSALS (NFS 1852.243-70) (OCT 2001).....	15
SECTION J - LIST OF ATTACHMENTS		1
J.1	LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)	1
SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		1
K.1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	1
K.2	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2011)	1
K.3	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (FAR 52.209-2) (JUL 2009).....	4
K.4	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR2010).....	5
K.5	INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (JAN 2011)	7
K.6	PREPARATION OF PROPOSALS-CONSTRUCTION (FAR 52.236-28) (OCT 1997)	8
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		1
L.1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB1998)	1
L.2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (FAR 52.211-1) (AUG 1998).....	1
L.3	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984).....	2
L.4	COMMUNICATIONS REGARDING THIS SOLICITATION.....	2
L.5	DAVIS BACON ACT—SECONDARY SITE OF THE WORK (FAR 222-5)(JUL 2005).....	2
L.6	NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-12)(FEB 2009)	2
L.7	SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)	4
L.8	SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995) ALT I (FEB 1995)	4
L.9	PREPROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)	4
L.10	SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)	5
L.11	BID BOND (NFS 1852.228-73) (OCT 1988).....	6
L.12	PROTESTS TO NASA (NFS 1852.233-70) (OCT 2002)	6
L.13	MAGNITUDE OF REQUIREMENT (NFS 1852.236-74) (DEC 1988).....	6
L.14	PROPOSAL PREPARATION--GENERAL INSTRUCTIONS.....	6
L.15	PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998).....	9
L.16	PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS	10
SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS		
M.1	EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990).....	1
M.2	EVALUATION APPROACH.....	1

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	\$ _____

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	\$ _____
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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) The total firm fixed price of Option 1 (CLIN 0002) is \$ _____.
- (c) The total firm fixed price of Option 2 (CLIN 0003) is \$ _____.
- (d) The total firm fixed price of Option 3 (CLIN 0004) is \$ _____.
- (e) The total firm fixed price of Option 5, (CLIN 0006) is \$ _____.
- (f) The total firm fixed price of Option 6, (CLIN 0007) is \$ _____.
- (g) 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.

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) NO_x Sphere 6, associated accessory buildings, tanks and piping of abandoned NO_x system. Bid option includes all demolition work above ground shown within this boundary. Demolish scrubber sphere and structural supports, NO_x scrubber tower, NO_x scrubber surge holding tank, NO_x 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 automated 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)

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

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):

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

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 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]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.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
52.236-13	NOV 1991	ACCIDENT PREVENTION (ALT I) (NOV 1991)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

Clause Number	Date	Title
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES

(END OF CLAUSE)

H.2 SAFETY AND HEALTH (NFS 1852.223-70) (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA’s safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract

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

- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.
 - (2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for

the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence:
 - (1) Written hazardous operating procedures for all hazardous operations; and/or
 - (2) Qualification standards for personnel involved in hazardous operations.

(END OF CLAUSE)

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

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

New Year's Day
 Labor Day
 Martin Luther King, Jr.'s Birthday
 Columbus Day
 President's Day
 Veterans Day
 Memorial Day
 Thanksgiving Day
 Independence Day
 Christmas Day

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

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

(END OF CLAUSE)

H.4 EQUITABLE ADJUSTMENTS (NFS 1852.243-72) (APR 1998)

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

Upon written request, the Contractor shall submit a proposal for review by the Government. The

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

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

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

- (c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.
- (d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.
- (e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.
- (f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.
- (g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(END OF CLAUSE)

H.5 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The following pages of the Contractor's Price volumes of its proposal including revision(s) submitted in response to the solicitation entitled "Replace Arc Jet Complex SVS Boiler" are hereby incorporated into this contract by reference: (To be inserted at time of award.)

(END OF CLAUSE)

H.6 SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (NOV 2010)

- (a) The Contractor shall flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), Rights in Data—General. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.
 - (b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the Rights in Data—General clause.
 - (c) Pursuant to paragraph (c)(2)(vii) of FAR clause 52.204-8, Annual Representations and Certifications (Dec 2012) located in Section K.2 of this RFP, at the commencement of the contract and annually thereafter, the Contractor shall make the representation required by FAR 52.227-15 to identify any proposed delivery of Limited Rights Data or Restricted Computer Software. If the Government accepts delivery of any such Data, it will insert the purposes, rights or limitations under which the Government will be able to use such Data by inserting them into alternate paragraphs (g)(3) and (g)(4) of FAR 52.227-14.
 - (d) This contract includes clause 52.227-21, Technical Data Declaration, Revision, and Withholding of Payment – Major Systems, requiring the Contractor to provide a declaration that certain technical data delivered are complete, accurate, and comply with contract requirements.
- (1) Contractors shall note: The requirements under Specification K11027, "Replace Arc Jet Complex Steam Vacuum Boiler", Section 409500, "Process Control" are identified as subject to this data declaration requirement.

(END OF CLAUSE)

[END OF SECTION]

SECTION I – CONTRACT CLAUSES**I.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):

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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
52.202-1	JAN 2012	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	DEC 2012	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	JUL 2010	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9	FEB 2012	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS
52.215-2	OCT 2010	AUDIT AND RECORDS-NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING

		DATA – MODIFICATIONS
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2011	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II) (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	DEC 2010	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM —DISADVANTAGED STATUS AND REPORTING
52.219-28	APR 2012	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -OVERTIME COMPENSATION
52.222-6	JUL 2005	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	JUN 2010	PAYROLLS AND BASIC RECORDS
52.222-9	JUL 2005	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	JUL 2005	SUBCONTRACTS (LABOR STANDARDS)
52.222-12	FEB 1988	CONTRACT TERMINATION--DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
52.222-20	OCT 2010	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS VETERANS
52.222-38	SEP 2010	COMPLIANCE WITH VETERANS' REPORTING REQUIREMENTS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER NATIONAL LABOR RELATIONS ACT
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JUL 2012	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-4	MAY 2008	RECOVERED MATERIAL CERTIFICATION
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT TO KNOW
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-17	MAY 2008	AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR TO BAN TEXT MESSAGING WHILE DRIVING

52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-25	DEC 2012	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-CERTIFICATION
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-4	DEC 2007	PATENT INDEMNITY- CONSTRUCTION CONTRACTS
52.227-14	DEC 2007	RIGHTS IN DATA-GENERAL (ALT II & III)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA-SPECIAL WORKS
52.227-21	DEC 2007	TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT-MAJOR SYSTEMS
52.227-22	JUN 1987	MAJOR SYSTEM-MINIMUM RIGHTS
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL)
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.228-11	JAN 2012	PLEDGES OF ASSETS
52.228-12	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS
52.228-14	DEC 1999	IRREVOCABLE LETTER OF CREDIT
52.228-15	OCT 2010	PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.232-16	AUG 2010	PROGRESS PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-27	OCT 2008	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER -CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-3	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.236-5	APR 1984	MATERIAL AND WORKMANSHIP
52.236-6	APR 1984	SUPERINTENDENCE BY THE CONTRACTOR
52.236-7	NOV 1991	PERMITS AND RESPONSIBILITIES
52.236-8	APR 1984	OTHER CONTRACTS
52.236-9	APR 1984	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS
52.236-10	APR 1984	OPERATIONS AND STORAGE AREAS
52.236-11	APR 1984	USE AND POSSESSION PRIOR TO COMPLETION
52.236-12	APR 1984	CLEANING UP
52.236-13	NOV 1991	ACCIDENT PREVENTION
52.236-14	APR 1984	AVAILABILITY AND USE OF UTILITY SERVICES
52.236-15	APR 1984	SCHEDULES FOR CONSTRUCTION CONTRACTS

52.236-17	APR 1984	LAYOUT OF WORK
52.236-21	FEB 1997	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION
52.236-23	APR 1984	RESPONSIBILITY OF THE ARCHITECT- ENGINEER CONTRACTOR
52.236-24	APR 1984	WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS
52.236-25	JUN 2003	REQUIREMENTS FOR REGISTRATION OF DESIGNERS
52.236-26	FEB 1995	PRECONSTRUCTION CONFERENCE
52.242-13	JUL 1995	BANKRUPTCY
52.242-14	APR 1984	SUSPENSION OF WORK
52.243-4	JUN 2007	CHANGES
52.244-2	OCT 2010	SUBCONTRACTS
52.244-4	AUG 1998	SUBCONTRACTS AND OUTSIDE ASSOCIATES AND CONSULTANTS (ARCHITECT-ENGINEER SERVICES)
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-21	MAR 1994	WARRANTY OF CONSTRUCTION
52.247-64	FEB 2006	PREFERENCE FOR PRIVATELY OWNED U.S. – FLAG COMMERCIAL VESSELS
52.248-1	OCT 2010	VALUE ENGINEERING
52.248-3	OCT 2010	VALUE ENGINEERING-- CONSTRUCTION
52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (ALTERNATE 1)
52.249-3	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS)
52.249-7	APR 1984	TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER)
52.249-10	APR 1984	DEFAULT (FIXED-PRICE CONSTRUCTION)
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

Clause Number	Date	Title
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.204-76	OCT 2009	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-77	MAY 2009	NASA MENTOR PROTÉGÉ PROGRAM
1852.223-74	MAR 1996	DRUG AND ALCOHOL FREE WORKFORCE
1852.227-14	DEC 2007	RIGHTS IN DATA-GENERAL
1852.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES

(END OF CLAUSE)

I.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9)

(JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - (1) When no longer needed for contract performance.
 - (1) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(END OF CLAUSE)

I.3 OPTION FOR INCREASED QUANTITY - SEPARATELY PRICED LINE ITEM (FAR 52.217-7) (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 30 days prior to the expiration of the contract. 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.4 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (FAR 52.223-2)(JUL 2012)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report not later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is the Contracting Officer's Representative for this contract.

(END OF CLAUSE)

I.5 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (FAR 52.223-3) (JAN 1997) ALT I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

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

MATERIAL

(If none, insert "None")

Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to -
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
- (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment.

Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

- (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(END OF CLAUSE)

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

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

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

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

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

- (1) Estimate the percentage of the total recovered material content for EPA- designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and
- (2) Submit this estimate to the Contracting Officer in accordance with agency procedures.

(END OF CLAUSE)

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

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

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

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

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

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

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

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

“Cost of components” means—

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

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

“Designated country” means any of the following countries:

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

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

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

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

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

“Domestic construction material” means—

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

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

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

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

(b) Construction materials.

(1) This clause implements the Buy American Act ([41 U.S.C. chapter 83](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

[Contracting Officer to list applicable excepted materials or indicate “none”]

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

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

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

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

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

accordance with paragraph (b)(3) of this clause.

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

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

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

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

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

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

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

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

[Include other applicable supporting information.]

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

(END OF CLAUSE)

I.8 BID GUARANTEE (FAR 52.228-1) (SEP 1996)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.
- (b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bond:
 - (1) To unsuccessful bidders as soon as practicable after the opening of bids; and
 - (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.
- (c) The amount of the bid guarantee shall be **20** percent of the bid price or **\$3,000,000.00**, whichever is less.
- (d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(END OF CLAUSE)

I.9 PERFORMANCE OF WORK BY THE CONTRACTOR (FAR 52.236-1) (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 12 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(END OF CLAUSE)

I.10 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, **Deborah L. Feng, NASA Ames Research Center, Mailstop 200-9, Moffett Field, CA 94035-0001, 650-604-0256, e-mail Deb.Feng@nasa.gov**. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail ronald.a.poussard@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(END OF CLAUSE)

I.11 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

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

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:
- "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."
- (e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(END OF CLAUSE)

I.12 NFS 1852.237-73, RELEASE OF SENSITIVE INFORMATION (JUNE 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)

I.13 ENGINEERING CHANGE PROPOSALS (NFS 1852.243-70) (OCT 2001)

(a) Definitions.

“ECP” means an Engineering Change Proposal (ECP) which is a proposed engineering change and the documentation by which the change is described, justified, and submitted to the procuring activity for approval or disapproval.

- (b) Either party to the contract may originate ECPs. Implementation of an approved ECP may occur by either a supplemental agreement or, if appropriate, as a written change order to the contract.
- (c) Any ECP submitted to the Contracting Officer shall include a "not-to-exceed" [price or estimated cost] increase or decrease adjustment amount, if any, and the required [time of delivery or period of performance] adjustment, if any, acceptable to the originator of the ECP. If the change is originated within the Government, the Contracting Officer shall obtain a written agreement with the contractor regarding the "not-to-exceed" [price or estimated cost] and [delivery or period of performance] adjustments, if any, prior to issuing an order for implementation of the change.
- (d) After submission of a contractor initiated ECP, the contracting officer may require the contractor to submit the following information:
- (1) Cost or pricing data in accordance with [FAR 15.403-5](#) if the proposed change meets the criteria for its submission under [FAR 15.403-4](#); or
 - (2) Information other than cost or pricing data adequate for contracting officer determination of price reasonableness or cost realism. The contracting officer reserves the right to request additional information if that provided by the contractor is considered inadequate for that purpose. If the contractor claims applicability of one of the exceptions to submission of cost or pricing data, it

shall cite the exception and provide rationale for its applicability.

- (e) If the ECP is initiated by NASA, the contracting officer shall specify the cost information requirements, if any.

(END OF CLAUSE)

[END OF SECTION]

SECTION J - LIST OF ATTACHMENTS**J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)**

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

ATTACHMENT	DESCRIPTION	DATE	# OF PAGES
J-1	Specification No. K11027, entitled "Replace Arc Jet Complex Steam Vacuum System Boiler"	3/14/13	1514
J-2	Drawings for the Replace Arc Jet Complex Steam Vacuum System Boiler, A231-1300	04/05/13	213
J-3	Design Criteria for the Replace Arc Jet Complex Steam Vacuum System Boiler	12/12/12	42
J-4	Davis Bacon Wage Determination CA130029, Modification 6	04/05/13	93
J-5	Contractor's Safety and Health Plan * (Contractor Generated)	TBD	TBD
J.5.1	Ames Procedural Requirements – APR 8715.1	09/12/12	26
J-6	Contractor's Small Business Subcontracting Plan * (Contractor Generated)	TBD	TBD

* To be incorporated at time of award or by subsequent modification. The plans shall be updated subsequent to contract award as required under the terms and conditions of the contract.

(a) The following documents, exhibits and attachments are included only in the solicitation as available information:

ATTACH#	DESCRIPTION	DATE	# OF PAGES
J-7	Health, Safety, and Environmental Record (HSER)	N/A	1
J-8	Past Performance Questionnaire + letter	NA	6
J-9	Bid Bond (PDF)	Rev. 1-90	2
J-10	Price Work Sheet	NA	1
J-11	Geotechnical Investigation NASA Ames Boiler Plant Project	5/11	128
J-12	Combined Utilities Survey	2/25/12	1
J-13	N231 Renovation & Yard Demo Asbestos Investigation	11/2/11	5
J-14	N234A Control Room Asbestos Investigation	3/10/10	11
J-15	N234A Piping Insulation Asbestos Investigation	11/30/09	12
J-16	Sphere 5 Lab Analytical Post-Demo	3/10/09	15
J-17	Sphere 5 Lab Analytical Pre-Demo	10/3/08	16
J-18	Sphere 5 Sample Layout Map	Unknown	1
J-19	Sphere 6 Paint Analysis	12/5/11	3
J-20	Foundation for Vacuum Spheres 5 and 6 - 331-5903-M15	Unknown	1
J-21	Vacuum Spheres 5 and 6 Storage Vessel and Piping Layout - 331-5903-M3	Unknown	1

J-22	BIM Model (Full BIM models will be furnished at Notice to Proceed.)	N/A	N/A
J-23	Drawings for the Replace Arc Jet Complex Steam Vacuum System Boiler, A231-1300 (SEARCHABLE--UNSIGNED FOR INFORMATION ONLY)	04/05/13	213

[END OF SECTION]

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

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

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

Federal Acquisition Regulation (FAR) provision: <https://www.acquisition.gov/far>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NUMBER	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NUMBER	DATE	TITLE
None included by reference		

(END OF PROVISION)

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (DEC 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **237130**.

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

(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 certifications 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.
 - (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 Certifications. 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:

(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 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS

REPRESENTATION (FAR 52.209-2) (MAY 2011)

(a) *Definitions.* Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

(c) *Representation.* By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(END OF PROVISION)

K.4 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

- (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation); and
- (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and
- (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) “Principal,” for the purposes of this certification, 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). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
 - (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(END OF PROVISION)

K.5 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (FEB 2012)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(END OF PROVISION)

K.56 PREPARATION OF PROPOSALS—CONSTRUCTION (FAR 52.236-28) (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)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

Federal Acquisition Regulation (FAR) provision: <https://www.acquisition.gov/far>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NUMBER	DATE	TITLE
52.214-34	APR 1991	SUBMISSION OF OFFERS IN ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION
52.232-13	APR 1984	NOTICE OF PROGRESS PAYMENTS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NUMBER	DATE	TITLE
None included by reference		

(END OF PROVISION)

L.2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29 (FAR 52.211-1) (AUG 1998)

- (a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -

GSA Federal Supply Service
 Specifications Section, Suite 8100
 470 East L'Enfant Plaza, SW
 Washington, DC 20407
 Telephone (202) 619-8925
 Facsimile (202) 619-8978.

- (b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in

paragraph (a) of this provision. Additional copies will be issued for a fee.

(END OF PROVISION)

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

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

(END OF PROVISION)

L.4 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Elizabeth Baierl
Email: elizabeth.a.baierl@nasa.gov

(b) Questions or comments should be submitted at least one week prior to deadline for receipt of offers to allow for analysis and public dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(END OF PROVISION)

L.5 DAVIS BACON ACT—SECONDARY SITE OF THE WORK (FAR 222-5)(JUL 2005).

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

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

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

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

(END OF PROVISION)

L.6 NOTICE OF BUY AMERICAN ACT REQUIREMENT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-12)(FEB 2009)

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

Acquisition Regulation (FAR) clause 52.225-11).

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

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

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

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

(ii) May be accepted if revised during negotiations.

(END OF PROVISION)

L.7 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

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

NASA Ames Research Center
Attention: Ken Kitahara
Mail Stop 213-13
Bldg 213, Rm 101A
Moffett Field, CA 94035-0001

- (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.8 SITE VISIT (CONSTRUCTION) (FAR 52.236-27) (FEB 1995) ALT 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 was held on Wednesday, May 1, 2013 at 0930 am.

(END OF PROVISION)

L.9 PREPROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)

- (a) A pre-proposal/pre-bid conference was held as indicated below:

Date: May 1, 2013
Time: 0930 am
Location: Building N213, Room 261

Further pre-proposal/pre-bid conferences will be made available upon by the Contracting Officer.

Other Information, as applicable: Prior arrangements must be made to attend the pre-proposal conference/site visit. Please submit an email request to Elizabeth Baierl at elizabeth.a.baieryl@nasa.gov. Information needed to reserve a visitor's badge is 1) Full name of attendee, 2) Name of firm the attendee is representing, 3) Attendee must be a U.S. Citizen, and 4) A picture ID is required to obtain a visitor's pass. Please arrive early to allow for badge processing at the main entrance gate.

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

(END OF PROVISION)

L.10 SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)

- (a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
 - 1. The work will be conducted completely or partly on premises owned or controlled by the government.
 - 2. The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - 3. The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - 4. When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.
(END OF PROVISION)

L.11 BID BOND (NFS 1852.228-73) (OCT 1988)

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

(END OF PROVISION)

L.12 PROTESTS TO NASA (NFS 1852.233-70) (OCT 2002)

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

(END OF PROVISION)

L.13 **MAGNITUDE OF REQUIREMENT (NFS 1852.236-74) (DEC 1988)**

The Government estimated price range of this project is more than \$10,000,000.

(END OF PROVISION)

L.14 **PROPOSAL PREPARATION--GENERAL INSTRUCTIONS**

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

1. Offerors shall submit proposals in three (3) volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part.

Proposal Component	Required Copies to NASA-ARC Addressed per SF 1442, Block 9
Cover Letter	One (1) Electronic copy, Original and 5 hard Copies
Volume I, Technical Proposal	One (1) Electronic copy, Original and 5 hard Copies
Work Plan	
Schedule	
Volume II, Past Performance	One (1) Electronic copy, Original and 5 hard Copies
Health, Safety and Environmental Records (HSER) Attach J-7	
Volume III, Price Proposal	One (1) Electronic copy, Original and 5 hard Copies

2. Include a cover letter in the proposal. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information and/or attachments:
 - a A cross matrix which identifies the RFP requirement and the corresponding section of the proposal in the Cover Letter volume.
 - b The names, addresses, telephone numbers, facsimile numbers, and email addresses of people to be contacted for clarification of questions
 - c A complete description of any proposed teaming arrangements and project organization to include the following:

- List of major subcontractor(s) and design firm(s) include company name and address
 - List of key personnel (e.g., project manager, superintendent, safety manager) with position descriptions, resumes, and commitment letters.
 - Position descriptions, authority & responsibility, and resumes are limited to 2 pages per individual; Commitment letters are limited to 1 page per individual
 - Lines of authority between the prime, major subcontractor(s), and design firm(s)
 - State who has the authority (name/position) to enter into agreement with the Government
 - Include letters of intent from prime to major subcontractor(s) and design firm(s)
- d. A Standard Form 1442 with Blocks 14A through 20C completed and signed by an official authorized to contractually bind the offeror. Include written acknowledgement of any solicitation amendments.
- e. A completed response to Section B, Clause B.1, SUPPLIES/SERVICES TO BE PROVIDED, for the Base Period (CLIN 0001) and Options 1 through 3 and 5 through 7 (CLIN 0002 through CLIN 0004 and CLIN 0006 through CLIN 0008), and Clause B.2, FIRM FIXED PRICE.
- f. A Bid Guarantee in accordance with FAR Clause 52.228-1, Bid Guarantee, in Section I of the solicitation. A Bid Bond form is included in this solicitation as Attachment J-9 (1 copy).
- g. A completed response to Section K, "REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS."
- h. Contractor's Safety and Health Plan, as per NFS 1852.223-73 and Attachment J-5
- i. Contractor's Small Business Subcontracting Plan, as per FAR clause 52.219-9 and Attachment J-6
- j. A copy of the offeror's latest annual form Veterans' Employment & Training Service (VETS) -100 Report, "Federal Contractor Veterans' Employment Report" in the preceding fiscal year if the offeror was subject to the reporting requirements of 38 U.S.C. 4212(d). If the offeror was not subject to the reporting requirements of 38 U.S.C. 4212(d), then a statement stating such status shall be provided.
- k. A statement that the offeror is Equal Employment Opportunity (EEO) compliant as verified in the Office of Federal Contract Compliance Programs' National Pre-Award Registry at http://www.dol-esa.gov/preaward/pa_reg.html.
- l. A statement that the proposal is firm for a period of not fewer than 120 calendar days.
- m. A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
3. All proposal volumes shall be submitted to the address specified NO LATER THAN the date and time prescribed in Block 13 of the SF1442.
4. The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP

number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.15, "Proposal Page Limitations."

5. Electronic copies of each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in PDF (Portable Document Format). The electronic format data shall be provided on quality, virus-scanned, virus-free USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the USB stick. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.
6. **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror’s name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), “Restriction on Disclosure and Use of Data,” and FAR 3.104-4, “Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.”
7. **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, “Instructions to Offerors—Competitive Acquisition.”

(END OF PROVISION)

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

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

Proposal Component	Page Limit¹
Cover Letter	No Limit
Volume I – Technical Proposal	
Work Plan	3
Schedule	10 ²
Volume II – Past Performance Proposal	
Past Performance Background/References	25 ³
Health, Safety and Environmental Record (HSER) Attach J-7	No limit ⁴
Volume III – Price Proposal	No limit

¹ PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998). The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

² Proposed schedule shall be submitted on 11x17” paper. A maximum of ten (10) 11”x17” pages are allowed for this requirement.

³ Submission of past performance questionnaire will not be counted against the above page limit.

⁴ Submission of current licenses and current certifications, OSHA 300 LOG, and Experience Modification

Rated documents. Offerors are required to submit an acceptable Health, Safety, and Environmental Record (HSER) (see Attachment J-7) criteria prior as part of the offer.

- (b) A written page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides and shall contain Times New Roman font text with a size not smaller than 12 point. Foldouts shall not exceed 11" x 17" and each foldout page shall count as two 8-1/2" x 11" pages. All text, diagrams, charts, tables and photographs shall contain Times New Roman font text in a size no smaller than 10 point. Pages may be double sided and counted as two (2) pages with double-sided foldouts counting as 4 pages (2 per side).
- (c) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government.

(END OF PROVISION)

L.16 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

1. Volume I - Technical

The Volume I proposal information shall provide discussion of the following:

- Work Plan – Narrative identification of major project work activities and their interdependencies.
 - Option 1
 - Site prep/foundation
 - Boiler fabrication
 - Boiler Method of Shipment
 - Boiler installation
 - Testing/Cut over/Integrated System Test (IST) (check out)
 - Mechanical/piping design (if required)/installation
 - Remaining Options
- Proposed schedule – the schedule shall include the following:
 - Schedule identifies the completion date within deadline for completion.
 - Schedule shall assume Options 1 through 7 are exercised at time of award.
 - Schedule identifies the critical path, including all options.

2. Volume II-Past Performance

Offerors shall provide the following information. Within the page limitations, the Offeror shall address the major subcontractors. If the Offeror does not have a record of relevant past performance, does not have any past performance available, or does not intend to submit past performance information, then the Offeror shall clearly state such in the past performance volume.

The offeror, teaming partners and major subcontractors, including but not limited to mechanical, electrical, construction, design, and instrumentation subcontractors, shall each submit relevant past performance:

A listing, provided with proposal, for up to three of their most recent projects delivered which were similar in nature and magnitude, and that were completed within the last 5 years.
Include:

- The client's name, point of contact, address and current telephone number for each completed project.
- Performance description of facility capabilities resulting from the project.
- A construction price summary indicating the contract award amount, final price, and any claim information.
- A summary schedule of events (initiation date, design duration, construction duration, and commissioning date) for the work conducted.
- Address any relevant past design-build experience in California.
- Address, if any, of recent projects of similar magnitude, complexity, and location of project that the proposed team have partnered together or if this is the first project as a team, provide a discussion of the offeror's, subcontractors', and consultants' individual recent experience working as a team member.
- Address any BIM experience for similar type projects.
- Address, if any, of recent similar Federal Government work.
- Address any contracts that were terminated for performance issues or other circumstances
- Complete the Health, Safety, and Environmental Record (HSER) (see Attachment J-7).

The Offeror and any major subcontractors are instructed to forward the Past Performance questionnaire (Attachment J-8) to contract or client references provided in response to Past Performance Volume II above. A maximum of 3 questionnaires per prime contractor and 3 per major subcontractor is requested. Instructions to those contract or client references shall be to complete the questionnaire and forward directly (email is acceptable) to the Government for purposes of evaluation no later than **May 20, 2013** to the following address:

NASA Ames Research Center
Attn: Elizabeth Baierl
Mail Stop: 241-1
Moffett Field, CA 94035-0001
elizabeth.a.baierl@nasa.gov

NOTE: Past Performance Questionnaires are the only document that will be accepted advance of the RFP closing date. All other proposal documents must be submitted in the method specified in Section L, Proposal Preparation.

The Government reserves the right to require additional past performance information from other entities associated with the offeror that may be deemed critical by the Government or have the potential to significantly impact performance of the proposed contract, including but not limited to key personnel. An entity is defined as a subcontractor, partner, teaming organization or an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, this may be a single entity, in others; an offeror may elect to draw on resources from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity and other entities providing supplies or services in support of the performing entity. In addition, for evaluation purposes, the Government reserves the right to collect and review any additional past performance information from Government past performance databases for both offeror and subcontractors.

Offerors are encouraged to contact the government's representative to verify the expectation of responses from offeror's list of past performance references whom the offeror's team expects a

response on their past performance for this procurement. Contact elizabeth.a.baierl@nasa.gov . The Government will verify receipt of past performance questionnaires upon offerors' request.

3. Volume III - Price Proposal

Offeror shall provide their completed Attachment J-10, Pricing Worksheet.

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(END OF PROVISION)

M.2 EVALUATION APPROACH

(a) General. The evaluation factors in descending order of importance are Past Performance, Technical and Price. All evaluation factors other than price, when combined, are significantly more important than price. The Government may award to other than the lowest priced or the technically highest rated offeror.

1. Technical (Volume I)

All subfactor elements listed below (As required in Sect. L, PROPOSAL PREPARATION-- SPECIFIC INSTRUCTIONS) must be complete in order for the offer to be considered further for award.

Subfactor Elements	Description
Work Plan	Narrative identification of major project work activities and their interdependencies
Proposed schedule	<ul style="list-style-type: none"> • Schedule identifies the completion date within deadline for completion. • Schedule shall assume Options 1 through 7 are exercised at time of award. • Schedule identifies the critical path, including all options.

2. Volume II-Past Performance

The Government will evaluate for each offeror its overall performance record in performing projects that are similar in size, content, and complexity of the requirements set forth in Section C.

An evaluation will be conducted on each offeror’s overall performance record and experience (including the record of any major subcontractor(s) or teaming partner(s)) in performing projects that are similar in scope and complexity to the requirements of this solicitation (specifically to the portion of work to be performed by the major subcontractor(s) or teaming partner(s)); project contractor experience in working with each other; and project contractor safety record and accident experience.

If an offeror does not have a past performance history relating to this solicitation, the offeror will not be evaluated favorably or unfavorably on this factor.

The goal of this factor is to evaluate information regarding the Offeror and major subcontractors’

relevant past performance for the same or similar requirements in size, content, complexity and location of the current acquisition, specifically in the areas of technical capability, project management, quality control, familiarity with Federal Government and the State of California regulations and requirements, safety and security, and price.

The Government's evaluation will consider information contained in the offeror's proposal, responses to the Past Performance questionnaires (Attachment J-8), NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, Construction Contractor Appraisal Support System (CCASS), interviews with program managers, Contracting Officer's Representative (COR), and Contracting Officers (CO), and other sources available to the Government, including commercial sources and any information obtained from other sources including references, customers, and Government agencies deemed appropriate.

The following will be evaluated:

The offeror's, teaming partners and major subcontractors, including but not limited to mechanical, electrical, construction, design, and instrumentation subcontractors, relevant past performance:

- a. For up to three of their most recent projects delivered which were similar in nature and magnitude, and that were completed within the last 5 years:
 - i. The client's name, point of contact, address and current telephone number for each completed project.
 - ii. Performance description of facility capabilities resulting from the project.
 - iii. A construction price summary indicating the contract award amount, final price, and any claim information.
 - iv. A summary schedule of events (initiation date, design duration, construction duration, and commissioning date) for the work conducted.
- b. Evidence of relevant past design-build experience.
- c. Evidence, if any, of recent projects of similar magnitude and complexity that the proposed team have partnered together or if this is the first project as a team, provide a discussion of the offeror's, subcontractors', and consultants' individual recent experience working as a team member
- d. Evidence of BIM experience for similar type projects.
- e. Evidence, if any, of recent similar Federal Government work.
- f. Evidence, if any, of recent similar work performed in the state of California.
- g. The offeror and major subcontractors shall describe any contracts that were terminated for performance issues or other circumstances.
- h. Health, Safety, and Environmental Record (HSER), Attachment J-7:
 - o Offerors should possess a three-year average experience modification rate (EMR) of less than or equal to 1.00 from question 1 AND a "No" response to questions 2 and 3.

- Submission of a list offeror’s occupational injury statistics for the past three full calendar years using the Bureau of Labor Statistics formula to determine the total recordable case (TRC) rate and the attached copies of the OSHA annual summary logs (OSHA 300A) for the previous three years and a current OSHA 300 log for the months during the period since the last annual report shall be considered acceptable.
- Submission of the offeror’s days away/restricted or transfer (DART) rate for the past three full calendar years using the Bureau of Labor Statistics formula and determining the rate as shown in J-7 shall be considered acceptable.

Definition of Past Performance Ratings

ADJECTIVAL RATING	DEFINITIONS
Outstanding	Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Above Average	Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet significant contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.
Neutral	No past performance history size, content, and complexity of the requirements set forth in Section C.

3. Volume III - Price Proposal

Price will be evaluated but not rated. The Government will evaluate the fairness and reasonableness of the proposed price using one or more of the following price analysis techniques:

- Comparison of proposed price with the independent Government estimate
- Comparison of proposed prices amongst offerors

(END OF PROVISION)

[END OF SECTION]