NOTES

1. **THIS CONSTRUCTION PROJECT IS A SMALL BUSINESS SET ASIDE.**

2. All questions pertaining to the Specifications, Drawings, and Reports for NNM14ZPS005E must be submitted in writing no later than fifteen (15) calendar days prior to scheduled bid opening.

3. All prime contractors submitting a bid must have an Experience Modification Rating (EMR) of 1.0 or less. The EMR rating shall be submitted with bid.

   The subcontractors working under the prime contractors shall have an EMR of 1.1 or less and should be submitted to the Contracting Officer prior to the "Notice to Proceed."

4. Award of this project is contingent upon the availability of funds (see Section I, FAR Clause 52.232-18). The Government will accept no responsibility for bid cost.

5. The bid opening will be at the time and place identified in Block 10 of the Standard Form 1442 (Solicitation, Offer, and Award). Bids that are not hand-delivered on or before the date/time of the bid opening shall be mailed to:

   National Aeronautics and Space Administration
   George C. Marshall Space Flight Center
   Office of Procurement
   Attn: PS32/Brian A. Speer, Building 4250, Room 36H
   Marshall Space Flight Center, AL 35812

6. Bids mailed must be received prior to the bid opening date/time to be considered.

<u>Helpful Information about Submitting Your Bid:</u>

A. Standard Form (SF) 1442, +-Solicitation, Offer, and Award. The bidder shall complete page 2 of the SF 1442, specifically Blocks 14 through 20c, and return the SF 1442 with its bid. Block 17 states "See Attached Bid Schedule" (see B below, "Bid Schedule"). Block 19 is "Acknowledgement of Amendments." The bidder shall write the number of the amendment(s) (if any) under "Amendment No." and the date the amendment was signed under "Date."

B. Bid Schedule. The "Bid Schedule" is listed on page 3 of the model contract under the "Base Bid" and "Alternates." There is one space for the amount of the base bid and a space for the amount of each additive/deductive alternate (if any). Bidders shall complete and return with the bid. Changes to the bid prices shall only be made on the Bid Schedule. Changes noted on the sealed envelope containing the bid or elsewhere within the bid response will not be accepted or acknowledged by the Government.

NOTES
(continued)

C. Section K, Representations, Certifications, and Other Statements of Bidders. Please complete this section, as applicable to your company, and return with your bid.

D. Bid Bond. You must submit a bid bond with your bid. This requirement is defined in Section L of this IFB in Federal Acquisition Regulation (FAR) Provision 52.228-1 Bid Guarantee (SEP 1996).

E. Experience Modification Rating (EMR). The EMR for your organization must be submitted with your bid. You should be able to obtain your EMR from your insurance company.

F. Responsibility Determination. The apparent low bidder may be requested to provide the information described in Provision L.13 (MSFC 52.209-90 Bidders Qualifications -- Construction (APR 1987)) of this IFB. The notification from the Contracting Officer to the apparent low bidder will identify the information required and the date by which the information is required.

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OMB Approval #: 2700-0085

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. NNM14ZPS005E	2. TYPE OF SOLICITATION X SEALED BID (IFB) ☐ NEGOTIATED (RFP)	3. DATE ISSUED May 5, 2014	PAGE OF PAGES 1 of 69

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. TBD	5. REQUISITION/PURCHASE REQUEST NO. TBD	6. PROJECT NO.

7. ISSUED BY CODE PS32

National Aeronautics & Space Administration
George C. Marshall Space Flight Center
Office of Procurement
Attn: PS32/Brian A. Speer/Building 4250, Room 36H
Marshall Space Flight Center, AL 35812

8. ADDRESS OFFER TO: Same as Block 7

NOTE 1: BIDDER MUST COMPLETE AND RETURN ONE COPY OF STANDARD FORM 1442 WITH BID SCHEDULE, SECTION K, BID BOND, AND EXPERIENCE MODIFICATION RATING (EMR).

9. FOR INFORMATION CALL:	A. NAME Brian A. Speer	B. TELEPHONE NO. *(Include area code)* ***(NO COLLECT CALLS)*** 256-544-3038

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):*
PROJECT TITLE: Revitalize Mechanical Systems at Building 4755

DESCRIPTION OF WORK: The work to be performed under this project consists of providing the labor, equipment, and materials to perform the Revitalize Mechanical Systems at Building 4755 project. See Attachment J-1 and Bid Schedule for complete project description.

THE BID OPENING WILL BE HELD IN THE AUDITORIUM OF THE HUNTSVILLE/MADISON COUNTY CHAMBER OF COMMERCE, 225 CHURCH STREET, HUNTSVILLE, AL 35801 ON ***June 19, 2014***, AT 2:00 P.M LOCAL TIME.
ATTENTION: DO NOT MAIL BIDS TO THE HUNTSVILLE/MADION COUNTY CHAMBER OF COMMERCE.
FOR DIRECTIONS TO THE HUNTSVILLE/MADISON COUNTY CHAMBER OF COMMERCE PLEASE CONTACT
ATTENTION: DO NOT MAIL BIDS TO THE HUNTSVILLE/MADION COUNTY CHAMBER OF COMMERCE.
TINA LEOPOLD AT 256-535-2031.

11. The Contractor shall begin performance within 10 calendar days and complete it within 365 calendar days after receiving ☐ award, X notice to proceed. This performance period is X mandatory, ☐ negotiable *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) X YES ☐ NO	12B. CALENDAR DAYS 10 Calendar Days after Contracting Officer notification

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and NO copies to perform the work required are due at the place specified in Item 10 by 2:00 P.M *(hour)* local time on June 19, 2014. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee X is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

Prescribed by GSA
FAR (48 CFR) 53.236-1(d)

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

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*	15. TELEPHONE NO. *(Include area code)*
	16. REMITTANCE ADDRESS *(Include only if different than Item 14)*
CODE / FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within 90 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 ▶ **SEE ATTACHED BID SCHEDULE**

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

19. ACKNOWLEDGEMENT 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

AWARD ***(To be completed by Government)***

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ ITEM H.12 *(4 copies unless otherwise specified)*	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c)( )
26. ADMINISTERED BY CODE PS32 Office of Procurement George C. Marshall Space Flight Center National Aeronautics & Space Administration Marshall Space Flight Center, AL 35812	27. PAYMENT WILL BE MADE BY NSSC Financial Management Division (FMD) Accounts Payable Bldg 1111, C. Road Stennis Space Center, MS 39529

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return ____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated 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 incorporated by reference in or attached to this contract.	X 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*	31A. NAME OF CONTRACTING OFFICER *(Type or print)*
30B. SIGNATURE / 30C. DATE	31B. UNITED STATES OF AMERICA BY / 31C. AWARD DATE

PROJECT: "Revitalize Mechanical Systems at Building 4755"

DESCRIPTION OF WORK:

The work to be performed under this project consists of providing the labor, equipment, and materials necessary to replace existing mechanical systems in Building 4755.

BID ITEM	BID SCHEDULE	AMOUNT
BASE BID:		
	All work as described in Spec. No. FAC-M5057 and as shown on the contract drawings for Building 4755 except as Add Alternate 1, 2, 3, 4	_____
ADD ALTERNATE NO. 1:		
	All work as described in Spec. No. FAC-M5057 and as shown on the contract drawings for Building 4755, noted as Additive Alternate No. 1 on Sheets M101-M103, M300-M303, and M401	_____
ADD ALTERNATE NO. 2:		
	All work as described in Spec. No. FAC-M5057 and as shown on the contract drawings for Building 4755, noted as Additive Alternate No. 2 on Sheets M101, M104-M106, and A601	_____
ADD ALTERNATE NO. 3:		
	All work as described in Spec. No. FAC-M5057 and as shown on the contract drawings for Building 4755, noted as Additive Alternate No. 3 on Sheet A602	_____
ADD ALTERNATE NO. 4:		
	All work as described in Spec. No. FAC-M5057 and as shown on the contract drawings for Building 4755, noted as Additive Alternate No. 4 on Sheets A501-A504, and E406-E407	_____

SECTION B SUPPLIES OR SERVICES AND PRICES

B.1 Item Description

PROJECT: Revitalize Mechanical Systems at Building 4755.

DESCRIPTION OF WORK:

The work to be performed under this project consists of providing the labor, equipment, and materials to perform the Revitalize Mechanical Systems at Building 4755 project. The intent of this project is to improve reliability and reduce energy and utilities consumption. Work will include, but is not limited to:

- Replacement and consolidation of air handling systems.
- Replacement of chilled and hot water piping.
- Replacement of domestic water heating equipment and plumbing fixtures.
- Replacement of obsolete controls systems.
- Architectural and electrical work required for a complete project.

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

The total firm fixed price of this contract is $[TBD].

(End of clause)

END OF SECTION

SECTION C DESCRIPTION/SPECIFICATIONS

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item(s) or service(s) specified in Section B in accordance with the following:

Specification, Drawings, and Reports for Project FAC-M5057, Revitalize Mechanical Systems at Building 4755; See Section J, Attachment J-1.

(End of clause)

END OF SECTION

SECTION D PACKAGING AND MARKING

This Section not used.

END OF SECTION

SECTION E INSPECTION AND ACCEPTANCE

E.1 52.246-12 Inspection of Construction (AUG 1996)

E.2 52.246-11 Higher-Level Contract Quality Requirements (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

	Title	Number	Date	Tailoring
	Contractor Quality Assurance / Quality Control	MSFC Specification FAC-M5057, Section 010700	October 29, 2013	

(End of clause)

E.3 1852.246-71 Government Contract Quality Assurance Functions (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item	Quality Assurance Location	Function
1.	Project Site, MSFC	In-Process Inspection
2.	Project Site, MSFC	Final Inspection

(End of clause)

END OF SECTION

SECTION F DELIVERIES OR PERFORMANCE

F.1 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 365 calendar days after the date the contractor receives the notice to proceed. The time stated for completion shall include final cleanup of the premises.

(End of clause)

F.2 MSFC 52.237-91 Place of Performance (FEB 2001)

The Contractor shall perform the work under this contract at Marshall Space Flight Center (MSFC), Alabama, and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

F.3 Period of Performance

The period of performance for Contract _____TBD_____ is from the award date in Block 31C of the SF 1442 through ____TBD____.

> Note: The Notice to Proceed for Contract ____TBD_____ was signed on date, by name, Contracting Officer for NASA, Marshall Space Flight Center, and name, representing contractor name.

(End of clause)

END OF SECTION

SECTION G CONTRACT ADMINISTRATION DATA

G.1 1852.232-82 Submission of Request for Progress Payments (MAR 1989)

The Contractor shall request progress payments in accordance with the Progress Payments clause by submitting to the Contracting Officer an original and two copies of Standard Form (SF) 1443, Contractor's Request for Progress Payment, and the contractor's invoice (if applicable). The Contracting Officer's office is the designated billing office for progress payments for purposes of the Prompt Payment clause.

(End of clause)

G.2 1852.242-70 Technical Direction (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 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.3 MSFC 52.204-90 Contractor Employee Badging and Employment Termination Clearance (SEP 2013)

(a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF). Contractor requests for badging of employees shall be submitted electronically through NASA's Agencywide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed Contracting Officer Representative (COR) or other federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.

(b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal or MAF. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone or MAF access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting MSFC or MAF access for a period not to exceed 30 days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete,

and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 days, the extended visitor badge will be revoked. If the visitor badge is revoked, the contractor employee may not enter MSFC or MAF and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

(c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 180-days within a 365-day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed COR or other federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.

(d) The Contractor shall establish procedures to ensure that badged contractor employees who no longer require access to the Center process out using the electronic MSFC Integrated Service Management (MISM) system and turn in their badge to the MSFC or MAF Protective Services Badging Office. An electronic PIV Employee Termination Request must also be submitted.

(e) Questions on how to access the PIV and MISM systems shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of clause)

END OF SECTION

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 52.236-13 Accident Prevention (NOV 1991)

H.2 1852.223-75 Major Breach of Safety or Security (FEB 2002)

H.3 1852.225-70 Export Licenses (FEB 2000)

H.4 1852.223-70 Safety and Health (APR 2002)

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

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

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

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

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

and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

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

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

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

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

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

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

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

this clause).

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

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

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

(End of clause)

H.5 1852.242-72 Observance of Legal Holidays (AUG 1992)

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

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

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

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

(End of clause)

H.6 1852.243-72 Equitable Adjustments (APR 1998)

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

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

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

	Overhead (Percent)	**Profit (Percent)**	**Commission**
To Contractor on work performed by other than its own forces	0 percent	0 percent	10 percent
To first tier subcontractor on work performed by its subcontractors	0 percent	0 percent	10 percent
To Contractor and/or subcontractors on work performed with their own forces	10 percent	10 percent	0 percent

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

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

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

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

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

(End of clause)

H.7 MSFC 52.223-90 ASBESTOS MATERIAL (DEC 2013)

During performance of this contract, Contractor personnel performing work in MSFC buildings may come in contact with materials containing asbestos. MSFC Buildings 4200, 4201, 4202, and 4663 are of special concern since they are known to contain a sprayed on fire insulation on or above the ceiling, usually located on the metal or concrete structure of the buildings. These buildings and all other MSFC buildings may contain asbestos in floor tile, pipe and lagging insulation, exterior siding, roofing felt, and many other building materials. Prior to disturbing suspected asbestos material in any manner, the Contractor shall notify MSFC's Environmental Engineering and Occupational Health Services Office for guidance. Contractor shall be responsible for ensuring that all Contractor personnel working onsite are made aware of and comply with this clause.

(End of Clause)

H.8 MSFC 52.223-91 Hazardous Material Reporting (AUG 2005)

(a) If during the performance of this contract, the Contractor transports or accepts delivery of any hazardous materials (hazardous as defined under the latest version of Federal Standard No. 313, including revisions adopted during the term of the contract) on-site to Marshall Space Flight Center, the hazardous material shall be processed through MSFC Central Receiving to be bar-coded for inventory. Chemical containers shall be managed in accordance with the provisions of MWI 8550.5, "Chemical Management." The Contractor shall be responsible for ensuring that all Contractor/subcontractor personnel are made aware of and comply with this clause.

(b) 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; or with clauses regarding hazardous materials, which may be contained in the order.

(End of clause)

H.9 MSFC 52.223-92 Environmental General Clause (AUG 2010)

Contractors performing on-site shall comply with all applicable Environmental policies and procedures including, but not limited to, MPD 8500.1, "MSFC Environmental

Management Policy" and MPR 8500.1, "MSFC Environmental Engineering and Occupational Health Program." MSFC contractors performing on-site activities that could potentially impact the environment shall be responsible for following all established NASA/MSFC environmental procedures. These procedures and other applicable policies and procedures are available by contacting the NASA/MSFC Environmental Engineering & Occupational Health Office. Failure to comply with environmental policies and procedures, may result in damage to the environment, and could potentially result in regulatory penalties against NASA and/or the Contractor, and Contractor loss of access to NASA/MSFC facilities.

(End of clause)

H.10 MSFC 52.223-95 Prevention of and Response to Threatening Behavior in the Workplace (AUG 2010)

The Contractor shall comply with all applicable Contractor responsibilities set forth in Marshall Procedural Requirements (MPR) 1600.2, "Prevention of and Response to Threatening Behavior in the Workplace."

(End of clause)

H.11 MSFC 52.236-90 Review of Cost Proposals (FEB 2001)

During the performance of this contract it may become necessary for a Government designated Contractor to review estimates for time and materials in change order proposals submitted for evaluation. If this is necessary, no proprietary data contained in proposals (such as Overhead, G&A, Profit, and Total Cost) will be made available to any Government designated Contractor for review.

(End of clause)

H.12 Submission of Invoices

Invoices are to be prepared by the Contractor in accordance with contract clauses 52.232-5 entitled "Payments under Fixed-Price Construction Contracts" and 52.232-27 entitled "Prompt Payment for Construction Contracts," and submitted in two (2) copies to the cognizant Contracting Officer's Technical Representative (COTR), address as follows:

Marshall Space Flight Center
AS22, Facilities Engineering Office
Marshall Space Flight Center, AL 35812

(End of clause)

H.13 Subcontracting

(a) In the event the Contractor desires to have subcontractors perform any portion of

the work covered by this contract, the Contractor is hereby required to comply with the requirements of FAR Clause 52.222-11, entitled "Subcontracts (Labor Standards)."

(b) The Contractor shall also submit, prior to the start of any field work by a subcontractor, evidence of the subcontractor's compliance with the insurance requirements as set forth in this contract.

(c) Failure of the Contractor to comply with these requirements shall be cause for the Government to bar the subcontractors, singly or collectively, from access to the site of the work, or stop the work from being performed by such subcontractors, singly or collectively, until the requirements of this clause have been complied with. Such stoppage of work shall not be considered cause for equitable adjustment for time or money under the applicable clauses of the contract.

(End of clause)

H.14 Notification for Onsite Work

The Contractor shall notify the Government Contracting Officer's Technical Representative (COTR) or his designated construction representative when performing any onsite work. Further, the Contractor shall notify the Government COTR when any subcontractor is onsite. If the work involves multiple work locations, the Contractor shall notify the COTR or his representative when a change in work site is required.

(End of clause)

H. 15 Applicable MSFC Regulations, Other Laws and Regulations

The Contractor and all its employees engaged in the performance of work under this contract shall observe and comply with all rules and regulations prescribed by the authorities at Marshall Space Flight Center and shall strictly comply with fire, safety, sanitation and security regulations. In addition, the Contractor shall obey and abide by and comply with Social Security, Workmen's Compensation and Unemployment Laws of the State as shall be applicable to the work hereunder and the Contractor shall obey and comply with all other Legislation, State and Federal Laws.

(End of clause)

H.16 Hours of Work

Normal duty hours during which work may be performed are from 7:00 a.m. to 5:00 p.m., Monday through Friday. If the Contractor desires to work outside of the normal duty hours or on Saturdays, Sundays, or holidays, it shall request approval from the Contracting Officer, and allow ample time to enable satisfactory arrangements to be made by the Government for inspecting the work in progress.

(End of clause)

H.17 Submittals and Samples

Reference Section I, FAR Clause 52.236-21, Specifications and Drawings for Construction

(a) Submittals shall be made for all materials where required under various sections of the specifications and for all materials being proposed as substitutes for materials specified on the drawings or in the specifications.

(b) Submittals shall consist of shop drawings, samples, and maintenance data as required in each technical section of the specifications.

(c) Submit a list of all equipment to be furnished including the name of the manufacturer, the model number and other identifying data and information related to performance, capacity, nature and rating.

(d) Samples of all materials proposed for use in this project shall be submitted to the Contracting Officer for approval. Contractor shall not deliver to the job site, nor shall he incorporate any materials into the job which have not been approved by the Contracting Officer or Contracting Officer's Representative.

(e) Submittals and samples shall be furnished to the Contracting Officer's Representative at the following address:

Marshall Space Flight Center
AS22, Facilities Engineering Office
Marshall Space Flight Center, AL 35812

(End of clause)

END OF SECTION

SECTION I CONTRACT CLAUSES

I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

(End of clause)

52.202-1 Definitions (NOV 2013)

52.203-3 Gratuities (APR 1984)

52.203-5 Covenant Against Contingent Fees (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

52.203-7 Anti-Kickback Procedures (OCT 2010)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

52.203-14 Display of Hotline Poster(s) (DEC 2007)

The fill-in for paragraph (b)(3) is as follows:

(b)(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
NASA Office of Inspector General Fraud Hotline Poster	http://oig.nasa.gov/hotline.html

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)

52.204-10	**Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)**
52.204-13	**System for Award Management Maintenance (JUL 2013)**
52.209-6	**Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)**
52.209-10	**Prohibition on Contracting With Inverted Domestic Corporations (MAY 2012)**
52.210-1	**Market Research (APR 2011)**
52.211-15	**Defense Priority and Allocation Requirement (APR 2008)**
52.214-26	**Audit and Records - Sealed Bidding (OCT 2010)**
52.214-27	**Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding (AUG 2011)**
52.214-28	**Subcontractor Certified Cost or Pricing Data Modifications - Sealed Bidding (OCT 2010)**
52.214-29	**Order of Precedence - Sealed Bidding (JAN 1986)**
52.219-6	**Notice of Total Small Business Set-Aside (NOV 2011)**
52.219-8	**Utilization of Small Business Concerns (JUL 2013)**
52.219-28	**Post-Award Small Business Program Representation (JUL 2013)**
52.222-1	**Notice to the Government of Labor Disputes (FEB 1997)**
52.222-3	**Convict Labor (JUN 2003)**
52.222-4	**Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)**
52.222-6	**Davis-Bacon Act (JUL 2005)**
52.222-7	**Withholding of Funds (FEB 1988)**
52.222-8	**Payrolls and Basic Records (JUNE 2010)**

52.222-9	**Apprentices and Trainees (JUL 2005)**
52.222-10	**Compliance with Copeland Act Requirements (FEB 1988)**
52.222-11	**Subcontracts (Labor Standards) (JUL 2005)**
52.222-12	**Contract Termination - Debarment (FEB 1988)**
52.222-13	**Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)**
52.222-14	**Disputes Concerning Labor Standards (FEB 1988)**
52.222-15	**Certification of Eligibility (FEB 1988)**
52.222-21	**Prohibition of Segregated Facilities (FEB 1999)**
52.222-26	**Equal Opportunity (MAR 2007)**
52.222-27	**Affirmative Action Compliance Requirements for Construction (FEB 1999)**
52.222-35	**Equal Opportunity for Veterans (SEP 2010)**
52.222-36	**Affirmative Action for Workers with Disabilities (OCT 2010)**
52.222-37	**Employment Reports on Veterans (SEP 2010)**
52.222-40	**Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)**
52.222-50	**Combating Trafficking in Persons (FEB 2009)**
52.222-54	**Employment Eligibility Verification (AUG 2013)**
52.223-2	**Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)**
52.223-3	**Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995)**
52.223-5	**Pollution Prevention and Right-to-Know Information (MAY 2011)**
52.223-6	**Drug-Free Workplace (MAY 2001)**
52.223-12	**Refrigeration Equipment and Air Conditioners (MAY 1995)**

52.223-15	**Energy Efficiency in Energy-Consuming Products (DEC 2007)**
52.223-17	**Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (MAY 2008)**
52.223-18	**Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)**
52.225-13	**Restrictions on Certain Foreign Purchases (JUN 2008)**
52.227-1	**Authorization and Consent (DEC 2007)**
52.227-2	**Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)**
52.227-4	**Patent Indemnity--Construction Contracts (DEC 2007)**
52.228-2	**Additional Bond Security (OCT 1997)**
52.228-5	**Insurance - Work on a Government Installation (JAN 1997)**
52.228-11	**Pledges of Assets (JAN 2012)**
52.228-12	**Prospective Subcontractor Requests for Bonds. (OCT 1995)**
52.228-14	**Irrevocable Letter of Credit (DEC 1999)**
52.228-15	**Performance and Payment Bonds -- Construction (OCT 2010)**
52.229-3	**Federal, State, and Local Taxes (FEB 2013)**
52.232-5	**Payments under Fixed-Price Construction Contracts (SEP 2002)**
52.232-16	**Progress Payments (APR 2012) Alternate I (MAR 2000)**
52.232-17	**Interest (OCT 2010)**
52.232-18	**Availability of Funds (APR 1984)**
52.232-23	**Assignment of Claims (JAN 1986)**
52.232-27	**Prompt Payment for Construction Contracts (JUL 2013)**
52.232-33	**Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)**

52.232-39	**Unenforceability of Unauthorized Obligations (JUN 2013)**
52.233-1	**Disputes (JUL 2002) Alternate I (DEC 1991)**
52.233-3	**Protest after Award (AUG 1996)**
52.233-4	**Applicable Law for Breach of Contract Claim (OCT 2004)**
52.236-2	**Differing Site Conditions (APR 1984)**
52.236-3	**Site Investigation and Conditions Affecting the Work (APR 1984)**
52.236-5	**Material and Workmanship (APR 1984)**
52.236-6	**Superintendence by the Contractor (APR 1984)**
52.236-7	**Permits and Responsibilities (NOV 1991)**
52.236-8	**Other Contracts (APR 1984)**
52.236-9	**Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)**
52.236-10	**Operations and Storage Areas (APR 1984)**
52.236-11	**Use and Possession Prior to Completion (APR 1984)**
52.236-12	**Cleaning Up (APR 1984)**
52.236-14	**Availability and Use of Utility Services (APR 1984)**
52.236-15	**Schedules for Construction Contracts (APR 1984)**
52.236-17	**Layout of Work (APR 1984)**
52.236-21	**Specifications and Drawings for Construction (FEB 1997) - Alternate I (APR 1984)**
52.236-26	**Preconstruction Conference (FEB 1995)**
52.242-13	**Bankruptcy (JUL 1995)**
52.242-14	**Suspension of Work (APR 1984)**
52.243-4	**Changes (JUN 2007)**

52.244-6	**Subcontracts for Commercial Items (DEC 2013)**
52.246-21	**Warranty of Construction (MAR 1994)**
52.248-3	**Value Engineering -- Construction (OCT 2010)**
52.249-2	**Termination for Convenience of the Government (Fixed-Price) (APR 2012) Alternate I (SEP 1996)**
52.249-10	**Default (Fixed-Price Construction) (APR 1984)**
52.253-1	**Computer Generated Forms. (JAN 1991)**
1852.203-70	**Display of Inspector General Hotline Posters (JUNE 2001)**
1852.209-72	**Composition of the Contractor (DECEMBER 1988)**
1852.219-74	**Use of Rural Area Small Businesses (SEPTEMBER 1990)**
1852.228-75	**Minimum Insurance Coverage (OCT 1988)**
1852.232-79	**Payment for On-Site Preparatory Costs (SEP 1987)**
1852.237-70	**Emergency Evacuation Procedures (DEC 1988)**
1852.243-71	**Shared Savings (MAR 1997)**

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I.2 52.204-14 Service Contract Reporting Requirements (JAN 2014)

(a) Definition. "First-tier subcontract" means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:
(1) Contract number and, as applicable, order number.
(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.
(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
(4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at *www.sam.gov*. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f) (1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:
(i) Subcontract number (including subcontractor name and DUNS number); and
(ii) The number of first-tier subcontractor direct labor hours expended on the services performed during the previous Government fiscal year.
(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

I.3 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (applicable in accordance with FAR Provision 52.209-7)

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of clause)

I.4 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) Alternate I (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 shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

_____

Signature of the Officer or Employee

_____

Typed Name of the Officer or Employee

_____
Title

_____
Name of Company, Firm, or Organization

_____
Date

(End of certification)

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

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

(2) Submit this estimate to Contracting Officer.

(End of clause)

I.5 52.225-9 Buy American Act – Construction Materials (SEP 2010)

Note: The prescription at FAR 25.1102 (a) states this clause is "…for construction that is performed in the United States valued at less than $7,864,000."

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

"Commercially available off-the-shelf (COTS) item"—

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

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

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

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

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

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

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

"Cost of components" means--

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

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

"Domestic construction material" means—

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

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

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

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

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

(b) *Domestic preference.*

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41

U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: none.

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

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

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

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

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

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

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

Foreign and Domestic Construction Materials Price Comparison

Construction material description	**Unit of measure**	**Quantity**	**Price (dollars) ***
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
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.6 52.225-11 Buy American Act – Construction Materials under Trade Agreements (NOV 2013)

Note: The prescription at FAR 25.1102 (c) states, "...for construction that is performed in the United States valued at $7,864,000 or more."

(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, Croatia, 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.

"Free Trade Agreement country construction material means" a construction material that--

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

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

"Foreign construction material" means a construction material other than a domestic construction material.

"Least developed country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a least developed country; or

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

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

"WTO GPA country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

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

(b) *Construction materials.*

(1) This clause implements the Buy American Act (41 U.S.C. chapter 83) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.50-5(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

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

(3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: none.

(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) *
Item 1			
Foreign construction material			
Domestic construction material			
Item 2			
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.7 52.232-40 Providing Accelerated Payment to Small Business Subcontractors (DEC 2013)(effective Dec 26, 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

I.8 52.236-1 Performance of Work by the Contractor (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 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.9 52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows: NONE

(End of clause)

I.10 52.252-6 Authorized Deviations in Clauses (APR 1984)

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

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

(End of clause)

I.11 1852.215-84 Ombudsman (NOV 2011)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at:

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

(End of clause)

I.12 1852.225-71 Restriction on Funding Activity with China (FEB 2012)

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

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

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

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

(End of clause)

I.13 1852.219-76 NASA 8 Percent Goal (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2.

The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

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

higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

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

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

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

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

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

(End of clause)

I.14 1852.237-73 Release of Sensitive Information (JUN 2005)

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

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

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

Mark the title page with the following legend:

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

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

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

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

> (1) Comply with all specified procedures and obligations, including the

Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

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

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

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

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

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

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

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

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

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

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

(End of clause)

I.15 MSFC 52.246-90 Warranted Items (FEB 2001)

(a) All items delivered under this contract/purchase order shall be warranted by the manufacturer's standard warranty.

(b) A copy of the manufacturer's standard warranty shall be enclosed in the package or included with shipping documents, as appropriate, for each warranted item delivered under this contract/purchase order.

(c) Items warranted by the manufacturer's standard warranty shall be marked or stamped "Warranted." If space on the item is not available, the packing slip should state, as a minimum, the following:

1. Brief statement that a warranty exists.
2. Substance of the warranty.
3. Duration of the warranty.
4. Person to notify if the items are defective.

(End of clause)

I.16 MSFC 52.252-90 Representations, Certifications, and Other Statements of Offerors or Quoters Incorporated by Reference (FEB 2001)

The Representations, Certifications, and Other Statements of Offerors or Quoters (Section K of the solicitation document) as completed by the Contractor are hereby incorporated in their entirety by reference, with the same force and effect as if they were given in full text.

(End of clause)

END OF SECTION

SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

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

1. Specification, Drawings, and Reports for Project FAC-M5057, Revitalize Mechanical Systems at Building 4755.

2. U.S. Department of Labor General Wage Determination issued Under the Davis-Bacon and Related Acts: General Wage Decision No. AL140056 03/07/2014 AL56 Building Construction; Madison County in Alabama; Modification 2.

3. Safety, Health, and Environmental (SHE) Plan (incorporated into the contract upon approval – prior to Notice to Proceed)

4. Quality Assurance Plan (incorporated into the contract upon approval – prior to Notice to Proceed)

ATTACHMENT J-1

This attachment is contained in its entirety on the compact disk (CD) containing the specifications/drawings issued with the IFB (as amended).

(End of Attachment)

ATTACHMENT J-2

General Decision Number: AL140056 03/07/2014 AL56

Superseded General Decision Number: AL20130056

State: Alabama

Construction Type: Building

County: Madison County in Alabama.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	03/07/2014

* CARP0109-001 01/01/2014

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, and Form Work	$ 21.94	9.36

ENGI0320-003 01/01/2010

	Rates	Fringes
Power equipment operators:		
Boom and Crane (Hydraulic & Conventional Cranes-100 Ton and over)	$ 22.08	8.31
Cherry Picker (Hydraulic Crane Uner 100 Ton), Forklift, and Front End Loader	$ 21.08	8.31
Oiler	$ 18.42	8.31

IRON0477-001 05/01/2013

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 23.07	11.66

SHEE0048-004 06/01/2013

	Rates	Fringes
Sheet Metal Worker (including HVAC Duct Work)	$ 23.14	13.69

SUAL2007-048 10/02/2007

	Rates	Fringes
BRICKLAYER	$ 17.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 16.50	0.00
DRYWALL FINISHER/TAPER	$ 13.24	0.00
ELECTRICIAN	$ 17.52	4.06
HVAC MECHANIC (HVAC Pipe Installation)	$ 15.33	0.67
IRONWORKER, REINFORCING	$ 10.87	0.00
LABORER: Common/General, Including Landscaping	$ 10.24	0.00
LABORER: Pipelayer	$ 9.15	1.18
OPERATOR: Backhoe	$ 11.50	3.24
OPERATOR: Bulldozer	$ 12.94	2.47
OPERATOR: Excavator	$ 16.00	0.00
OPERATOR: Grader/Blade	$ 11.00	0.00
PAINTER: Brush and Roller	$ 10.25	0.00
PIPEFITTER, Excludes HVAC Pipe Installation	$ 15.06	2.19
PLUMBER, Excludes HVAC Pipe Installation	$ 13.87	0.00
ROOFER, Includes Built Up,		

Polyurethane Foam, Metal, Shake & Shingle, and Single Ply Roofs	$ 9.75	0.00
TILE SETTER	$ 16.80	3.90
TRUCK DRIVER	$ 10.42	0.00

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

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

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

Union Identifiers

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

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these

rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position

and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

END OF SECTION

Attachment J-3

Safety, Health, and Environmental (SHE) Plan

Attachment J-4

Quality Assurance Plan

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

K.1 52.204-8 Annual Representations and Certifications (JAN 2014)

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

(2) The small business size standard is $33,500,000 in average annual receipts.

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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:

[X] (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 SAM 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 provision at 52.204-7, System for Award Management.

(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 USDAâ€"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, EPAâ€"designated items.

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

(xvii) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 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:

[*Contracting Officer check as appropriate.*]

__ (i) 52.219-22, Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

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

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

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

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

__ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through https://www.acquisition.gov. After reviewing the SAM 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 SAM.

(End of provision)

K.2 52.209-7 Information Regarding Responsibility Matters (JUL 2013)

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

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

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

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

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

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

(End of provision)

K.3 1852.225-72 Restriction on Funding Activity with China – Representation (FEB 2012)

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

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they

constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

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

(End of provision)

END OF SECTION

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

L.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation (FAR):
http://acquisition.gov/far/index.html?menu_id=40
NASA FAR Supplement:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm
Marshall Space Flight Center (MSFC):
http://ec.msfc.nasa.gov/msfc/msfc_uni.html

(End of provision)

52.204-7 System for Award Management (JUL 2013)

52.211-4 Availability for Examination of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions (JUN 1988)

Activity: Facilities Engineering Office / AS22
Address: George C. Marshall Space Flight Center
Marshall Space Flight Center, AL 35812
Phone: 256-544-7861
Point of Contact: Pam Davis
Time: 8am-3pm (local time)

52.214-3 Amendments to Invitations for Bids (DEC 1989)

52.214-4 False Statements in Bids (APR 1984)

52.214-5 Submission of Bids (MAR 1997)

52.214-6 Explanation to Prospective Bidders (APR 1984)

52.214-7 Late Submissions, Modifications, and Withdrawals of Bids (NOV 1999)

52.214-18 Preparation of Bids -- Construction (APR 1984)

52.214-19 Contract Award -- Sealed Bidding -- Construction (AUG 1996)

52.214-34 Submission of Offers in the English Language (APR 1991)

52.214-35 Submission of Offers in U.S. Currency (APR 1991)

52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)

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

Goals for Minority Participation for Each Trade	Goals for Female Participation for Each Trade
12 percent	6.9 percent

Insert in paragraph (e): As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Alabama, Madison County, Huntsville.

52.228-1 Bid Guarantee (SEP 1996)

The fill-ins for paragraph (c) are as follows: The amount of the bid guarantee shall be 20 percent of the bid price or $3,000,000.00, whichever is less.

52.232-13 Notice of Progress Payments (APR 1984)

52.232-14 Notice of Availability of Progress Payments Exclusively for Small Business Concerns (APR 1984)

52.236-27 Site Visit (Construction) (FEB 1995)

The fill-in for paragraph (b) is as follows:

Site visits may be arranged during normal duty hours by contacting:
Name: Pam Davis, AS22
Address: NASA, George C. Marshall Space Flight Center (MSFC) MSFC, AL 35812
Telephone: 256-544-7861
E-Mail: pamela.s.davis@nasa.gov

1852.214-70 Caution to Offerors Furnishing Descriptive Literature (DEC 1988)

1852.236-71 Additive or Deductive Items (MAR 1989)

L.2 52.211-14 Notice of Priority Rating for National Defense,

Emergency Preparedness, and Energy Program Use (APR 1984)

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

(End of provision)

L.3 52.216-1 Type of Contract (APR 1984)

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

(End of provision)

L.4 52.225-10 Notice of Buy American Act Requirement--Construction Materials (FEB 2009) (applicable to contracts subject to FAR Clause 52.225-9)

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

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

(c) *Evaluation of offers.*

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

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

(d) *Alternate offers.*

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

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

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

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

(ii) May be accepted if revised during negotiations.

(End of provision)

L.5 52.225-12 Notice of Buy American Act Requirement--Construction Materials under Trade Agreements (FEB 2009) (applicable to contracts subject to FAR Clause 52.225-11)

(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.6 52.233-2 Service of Protest (SEP 2006)

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

Bldg 4250, Room 36, Marshall Space Flight Center, Al 35812 Contracting Officer.

(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.7 52.252-3 Alterations in Solicitation (APR 1984)

Portions of this solicitation are altered as follows: NONE

(End of provision)

L.8 52.252-5 Authorized Deviations in Provisions (APR 1984)

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

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

(End of provision)

L.9 1852.223-73 Safety and Health Plan (NOV 2004) Alternate I (NOV 2004)

(a) The apparent low bidder, upon request by the Contracting Officer, shall submit a detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall be submitted within the time specified by the Contracting Officer. Failure to submit an acceptable plan shall make the bidder ineligible for the award of a contract. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

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

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

(1) The work will be conducted completely or partly on premises owned or

controlled by the government.

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

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

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

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

(End of provision)

L.10 1852.228-73 Bid Bond (OCTOBER 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.11 1852.233-70 Protests to NASA (OCTOBER 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.12 1852.236-74 Magnitude of Requirement (DEC 1988)

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

(End of provision)

L.13 MSFC 52.209-90 Bidders Qualifications -- Construction (APR 1987)

Before a bidder is considered for award, the bidder may be requested by the Government to submit a statement regarding its previous experience in performing comparable work, its business and technical organization, financial resources, and plant available to be used in performing the work.

(End of provision)

L.14 MSFC 52.236-91 Signature Authority -- Construction (FEB 2001)

The bid (SF 1442) must be signed by a person who is legally authorized to bind the Bidder/Contractor. If the bid is signed by an agent, legal evidence of his authority to bind the Bidder/Contractor must be furnished with the bid.

(End of provision)

END OF SECTION

SECTION M EVALUATION FACTORS FOR AWARD

This Section not used.

END OF SECTION