

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. NND14499005BE	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 07/28/2014	PAGE OF PAGES 1 26	
	<b>IMPORTANT -- The "offer" section on the reverse must be fully completed by offeror.</b>				

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO. EDM1719
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7. ISSUED BY NASA/Armstrong Flight Research Ctr. P.O. Box 273 M/S 4811-140 Edwards CA 93523-0273	CODE DFRC	8. ADDRESS OFFER TO NASA ARMSTRONG FLIGHT RESEARCH CENTER P.O. BOX 273 M/S 4811-140 ACB EDWARDS, CA 93523-0273
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9. FOR INFORMATION CALL: 	a. NAME Andrea Basham	b. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 661 276-6126
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**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)

REPAIR AIRCRAFT HANGAR FIRE PROTECTION SYSTEMS

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

THIS PROCUREMENT IS A HUBZONE SMALL BUSINESS SET-ASIDE THAT WILL BE AWARDED COMPETITIVELY.

PER FAR 52.236-27, AN ORGANIZED SITE VISIT HAS BEEN SCHEDULED FOR August 07, 2014.

TECHNICAL QUESTIONS MUST BE SUBMITTED NOT LATER THAN August 14, 2014.

11. The Contractor shall begin performance <u>10</u> calendar days and complete it within <u>670</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. The performance period is <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> negotiable. (See _____.)
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12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES", indicate within how many calendar days after award in Item 12b.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12b. CALENDAR DAYS 10
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

a. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 0900 (hour) local time 08/28/2014 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

b. An offer guarantee  is,  is not required.

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

d. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected .

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

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NO. (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than item 14.)
CODE <span style="float: right;">FACILITY CODE</span>	

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 \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13d. Failure to insert any number means the offeror accepts the minimum in item 13d.)

**AMOUNTS**

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

**19. 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
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**AWARD** (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )
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26. ADMINISTERED BY <span style="float: right;">CODE <b>DFRC</b></span> NASA/Armstrong Flight Research Ctr. P.O. Box 273 M/S 4811-140 Edwards CA 93523-0273	27. PAYMENT WILL BE MADE BY
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**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

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

**B. SUPPLIES OR SERVICES AND PRICES**

**B.1 1852.216-78 Firm Fixed Price. (DEC 1988)**

Base Bid

Provide all materials, equipment, and labor to complete all work indicated as Base Bid in the specifications and drawings. The base bid work includes Hangar 4801, 4802, 4840, and Pump House 4853.

	QTY	UNIT	TOTAL PRICE
BASE BID	1EA	LOT	\$_____

Option Item 1(Additive)

Provide all materials, equipment, and labor to complete all work indicated as Option 1 in the specifications and drawings. The Option 1 work includes Hangar 4826.

	QTY	UNIT	TOTAL PRICE
OPTION ITEM #1(Additive)	1EA	LOT	\$_____

Option Item 2 (Additive)

Provide all materials, equipment, and labor to complete all work indicated as Option 2 in the specifications and drawings. Option 2 work includes Hangar 4833.

	QTY	UNIT	TOTAL PRICE
OPTION ITEM #2(Additive)	1EA	LOT	\$_____

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

(End of clause)

END OF SECTION

**C. DESCRIPTION/SPECIFICATIONS**

**SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide the item or services specified in Section B in accordance with the following:

1. Base Bid, Option 1, and Option 2 Specifications for Repair Aircraft Hangar Fire Protection Systems dated 06/26/2014
2. Base Bid, Option 1, and Option 2 Drawings for Repair Aircraft Hangar Fire Protection Systems date printed 06/26/2014 for Base Bid and 7/25/2014 for Option 1 and Option 2

(End of clause)

END OF SECTION

#### **D. PACKAGING AND MARKING**

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END OF SECTION

#### **E. INSPECTION AND ACCEPTANCE**

Clause(s) E.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

##### **E.1 52.246-12 Inspection of Construction. (APR 1996)**

END OF 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 670 days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

##### **F.2 52.211-12 Liquidated Damages - Construction. (SEP 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$249.65 for each calendar day of delay until the work is completed or accepted.

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

(End of clause)

END OF SECTION

## **G. CONTRACT ADMINISTRATION DATA**

Clause(s) G.1 of this Section is incorporated by reference, with the same force and effect as if it were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.  
(End of clause)

### **G.1 1852.242-70 Technical Direction. (SEP 1993)**

(End of clause)

END OF SECTION

## **H. SPECIAL CONTRACT REQUIREMENTS**

Clause(s) H.1, H.2, H.3, and H.4 of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.  
(End of clause)

### **H.1 1852.223-70 Safety and Health. (APR 2002)**

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

### **H.3 1852.242-72 Observance of Legal Holidays. ALTERNATE I (SEPTEMBER 1989)**

### **H.4 1852.243-72 Equitable Adjustments. (APR 1998)**

END OF 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):

Federal Acquisition Regulation (FAR) clauses:

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

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

**I.2 52.202-1 Definitions. (NOV 2013)**

**I.3 52.203-3 Gratuities. (APR 1984)**

**I.4 52.203-5 Covenant Against Contingent Fees. (MAY 2014)**

**I.5 52.203-7 Anti-Kickback Procedures. (MAY 2014)**

**I.6 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)**

**I.7 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)**

**I.8 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)**

**I.9 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)**

**I.10 52.203-14 Display of Hotline Poster(s). (DEC 2007)**

**I.11 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)**

**I.12 52.204-2 Security Requirements. (AUG 1996) - Alternate II (APR 1984)**

**I.13 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)**

**I.14 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

**I.15 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)**

**I.16 52.204-13 System for Award Management Maintenance. (JUL 2013)**

**I.17 52.204-14 – Service Contract Reporting Requirements. (Jan 2014)**

**I.18 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)**

**I.19 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)**

**I.20 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (May 2012)**

**I.21 52.211-15 Defense Priority and Allocation Requirements. (APR 2008)**

**I.22 52.214-26 Audit and Records - Sealed Bidding. (OCT 2010)**

**I.23 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding. (AUG 2011)**

**I.24 52.214-28 Subcontractor Certified Cost or Pricing Data - Modifications - Sealed Bidding. (OCT 2010)**

**I.25 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**

- I.26 52.219-3 Notice of HUBZone Set-Aside or Sole Source Award. (NOV 2011) Alternate I (Nov 2011)**
- I.27 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)**
- I.28 52.219-8 Utilization of Small Business Concerns. (MAY 2014)**
- I.29 52.219-14 Limitations on Subcontracting. (NOV 2011)**
- I.30 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)**
- I.31 52.222-3 Convict Labor. (JUN 2003)**
- I.32 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)**
- I.33 52.222-6 Construction Wage Rate Requirements. (MAY 2014)**
- I.34 52.222-7 Withholding of Funds. (MAY 2014)**
- I.35 52.222-8 Payrolls and Basic Records. (MAY 2014)**
- I.36 52.222-9 Apprentices and Trainees. (JUL 2005)**
- I.37 52.222-10 Compliance with Copeland Act Requirements. (FEB 1988)**
- I.38 52.222-11 Subcontracts (Labor Standards). (MAY 2014)**
- I.39 52.222-12 Contract Termination - Debarment. (MAY 2014)**
- I.40 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)**
- I.41 52.222-14 Disputes Concerning Labor Standards. (FEB 1988)**
- I.42 52.222-15 Certification of Eligibility. (MAY 2014)**
- I.43 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**
- I.44 52.222-26 Equal Opportunity. (MAR 2007)**
- I.45 52.222-27 Affirmative Action Compliance Requirements for Construction. (FEB 1999)**
- I.46 52.222-35 Equal Opportunity for Veterans. (SEP 2010)**
- I.47 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)**
- I.48 52.222-37 Employment Reports on Veterans. (SEP 2010)**
- I.49 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)**
- I.50 52.222-50 Combating Trafficking in Persons. (FEB 2009)**
- I.51 52.222-54 Employment Eligibility Verification. (AUG 2013)**
- I.52 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction**

**Contracts. (SEP 2013)**

**I.53 52.223-6 Drug-Free Workplace (May 2001)**

**I.54 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)**

**I.55 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (May 2008)**

**I.56 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**

**I.57 52.225-11 Buy American - Construction Materials under Trade Agreements. (MAY 2014) - Alternate I (MAY 2014)**

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

*Bahrainian, Mexican, or Omani construction material* means a construction material that-

- (1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; 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 Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

*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 46 U.S.C. 40102(4), 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, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country ((Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

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

*Domestic construction material* means-

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if-
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations

have been made are treated as domestic; or

(ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

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

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

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

(b) *Construction materials.*

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and all the Free Trade Agreements except the Bahrain FTA, NAFTA, and the Oman FTA apply to the this acquisition. Therefore, the Buy American statute restrictions are waived for designated country construction materials other than Bahrainian, Mexican, or Omani construction materials.

(2) The Contractor shall use only domestic or designated country construction material other than Bahrainian, Mexican, or Omani 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 statute 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 statute 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 statute.*

(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 statute 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 statute applies, use of foreign construction material is noncompliant with the Buy American statute.

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

Foreign and Domestic Construction Materials Price Comparison

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

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

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

Include other applicable supporting information.

(End of clause)

**I.58 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**

**I.59 52.227-4 Patent Indemnity--Construction Contracts. (DEC 2007)**

**I.60 52.228-1 Bid Guarantee. (SEP 1996)**

**I.61 52.228-2 Additional Bond Security. (OCT 1997)**

**I.62 52.228-5 Insurance - Work on a Government Installation. (JAN 1997)**

**I.63 52.228-11 Pledges of Assets. (JAN 2012)**

**I.64 52.228-12 Prospective Subcontractor Requests for Bonds. (MAY 2014)**

- I.65 52.228-14 Irrevocable Letter of Credit. (MAY 2014)**
- I.66 52.228-15 Performance and Payment Bonds - Construction. (OCT 2010)**
- I.67 52.229-3 Federal, State, and Local Taxes. (FEB 2013)**
- I.68 52.232-5 Payments Under Fixed-Price Construction Contracts. (MAY 2014)**
- I.69 52.232-17 Interest. (MAY 2014)**
- I.70 52.232-23 Assignment of Claims. (MAY 2014)**
- I.71 52.232-27 Prompt payment for construction contracts. (MAY 2014)**
- I.72 52.232-34 Payment by Electronic Funds Transfer – Other Than System for Award Management. (JUL 2013)**
- I.73 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (Dec 2013)**
- I.74 52.233-1 Disputes. (MAY 2014) - Alternate I (DEC 1991)**
- I.75 52.233-3 Protest after Award. (AUG 1996)**
- I.76 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- I.77 52.236-2 Differing Site Conditions. (APR 1984)**
- I.78 52.236-3 Site Investigation and Conditions Affecting the Work. (APR 1984)**
- I.79 52.236-4 Physical Data. (APR 1984)**

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

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

The climate of the base is characterized by hot, dry summers, and cool, slightly moist winters. Mean annual precipitation is less than 125mm. Most precipitation comes as light rainfall during the winter months. Light snowfalls of a 50mm are not uncommon and heavy snow rarely occurs. Thunderstorms occasionally bring brief but heavy rains in late summer. Temperatures between 35 and 45 degrees C are common in summer. Winter temperatures may drop well below freezing. Both winter and summer are characterized by wide fluctuations between daytime and nighttime temperatures brought on by the generally low humidity of the desert. Strong southwesterly winds are common particularly in spring and early summer. Moderate to strong easterly Santa Ana winds are common in the fall and winter. The frost-free season is quite variable, but on the average it ranges from 200 to 250 days.

- (c) Transportation facilities N/A.
- (d) The natural soils consist predominantly of older alluvial sediments deposited by river and stream

action. About 300 mm of loose native fill covers the NASA/AFRC site, consisting of silty sand and sand, tan. Light brown to brown, slightly moist medium dense, medium grained, and containing some gravel and rootlets. The natural soils underlying the site consist of silty sands and sand to a depth of 2 meters. Decomposed granite and the top 300 mm of loose fill, all earth materials are dense and strong. Groundwater may be encountered near the Roger's Dry Lake bed.

(End of clause)

**I.80 52.236-5 Material and Workmanship. (APR 1984)**

**I.81 52.236-6 Superintendence by the Contractor. (APR 1984)**

**I.82 52.236-7 Permits and Responsibilities. (NOV 1991)**

**I.83 52.236-8 Other Contracts. (APR 1984)**

**I.84 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements. (APR 1984)**

**I.85 52.236-10 Operations and Storage Areas. (APR 1984)**

**I.86 52.236-11 Use and Possession Prior to Completion. (APR 1984)**

**I.87 52.236-12 Cleaning Up. (APR 1984)**

**I.88 52.236-14 Availability and Use of Utility Services. (APR 1984)**

**I.89 52.236-15 Schedules for Construction Contracts. (APR 1984)**

**I.90 52.236-17 Layout of Work. (APR 1984)**

**I.91 52.236-21 Specifications and Drawings for Construction. (FEB 1997)**

**I.92 52.236-26 Preconstruction Conference. (FEB 1995)**

**I.93 52.242-13 Bankruptcy. (JUL 1995)**

**I.94 52.242-14 Suspension of Work. (APR 1984)**

**I.95 52.243-4 Changes. (JUN 2007)**

**I.96 52.243-7 Notification of Changes. (APR 1984)**

**I.97 52.244-6 Subcontracts for Commercial Items. (MAY 2014)**

**I.98 52.246-21 Warranty of Construction. (MAR 1994)**

**I.99 52.248-3 Value Engineering - Construction. (OCT 2010)**

**I.100 52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012) - Alternate I (SEP 1996)**

**I.101 52.249-10 Default (Fixed-Price Construction). (APR 1984)**

**I.102 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 Federal Acquisition Regulation 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.103 52.253-1 Computer Generated Forms. (JAN 1991)**

**I.104 1852.209-72 Composition of the Contractor. (DEC 1988)**

**I.105 1852.215-84 Ombudsman. (NOV 2011)**

**I.106 1852.219-74 Use of Rural Area Small Businesses. (SEP 1990)**

**I.107 1852.219-76 NASA 8 Percent Goal. (JUL 1997)**

**I.108 1852.228-75 Minimum Insurance Coverage. (OCT 1988)**

**I.109 1852.237-73 Release of Sensitive Information. (JUN 2005)**

**I.110 1852.243-71 Shared Savings. (MAR 1997)**

**I.111 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.112 52.222-99 DEVIATION ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (JUNE 2014) (DEVIATION)**

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a) (ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a) (ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit prices under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

#### **I.113 52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)**

#### **I.114 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (AUG 2012) (DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

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

(End of Clause)

END OF SECTION

### **J. LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

## LIST OF ATTACHMENTS

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

Attachment No.	No. of Pages	Title
1	746	Repair Aircraft Hangar Fire Protection Systems Specifications- Base Bid, dated 6/26/14
2	456	Repair Aircraft Hangar Fire Protection Systems Specifications- Option 1, dated 6/26/14
3	556	Repair Aircraft Hangar Fire Protection Systems Specifications- Option 2, dated 6/26/14
4	137	Repair Aircraft Hangar Fire Protection Systems Drawings-Base, dated 6/26/14
5	42	Repair Aircraft Hangar Fire Protection Systems Drawings-Option 1, dated 7/25/14
6	41	Repair Aircraft Hangar Fire Protection Systems Drawings-Option 2, dated 7/25/14
7	2	REAL ID Act Memo
8	29	General Wage Decision Number: CA140031, Mod 13, dated 07/11/2014
9	4	Personal Identity Verification of Contractor Personnel Card Issuance Procedures (NOV 2006)
10	3	DFRC Record of Environmental Consideration (D-WK 39-8)

(End of Clause)

END OF SECTION

## K. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

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

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

(b)(1) If the 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:

(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 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 USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

(xvii) 52.225-4, Buy American-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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards 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 Web site 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 proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in 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 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)**

**K.4 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

**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):

<https://www.acquisition.gov/far/index.html>

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

**L.2 52.204-7 System for Award Management. (JUL 2013)**

**L.3 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (APR 2008)**

Any contract awarded as a result of this solicitation will be  DX rated order;  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.4 52.214-3 Amendments to Invitations for Bids. (DEC 1989)**

**L.5 52.214-4 False Statements in Bids. (APR 1984)**

**L.6 52.214-5 Submission of Bids. (MAR 1997)**

**L.7 52.214-6 Explanation to Prospective Bidders. (APR 1984)**

**L.8 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids. (NOV 1999)**

**L.9 52.214-18 Preparation of Bids - Construction. (APR 1984)**

**L.10 52.214-34 Submission of Offers in the English Language. (APR 1991)**

**L.11 52.214-35 Submission of Offers in U.S. Currency. (APR 1991)**

**L.12 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.13 52.222-5 Construction Wage Rate Requirements-Secondary Site of the Work. (MAY 2014)**

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

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

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

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

(End of provision)

**L.14 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment**

## Opportunity for Construction (Feb 1999)

### L.15 52.225-12 Notice of Buy American Requirement—Construction Materials Under Trade Agreements. (May 2014) Alternate II (Jun 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” “Bahrainian, Mexican, or Omani construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American--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 statute 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 statute 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 statute, 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, except foreign construction material from a designated country other than Bahrain, Mexico, or Oman 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 other than Bahrainian, Mexican, or Omani 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 other than Bahrainian, Mexican, or Omani 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.16 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

Attn: Brian G. Bowman  
P.O. Box 273, M/S: 4811:140  
Edwards, CA 93523-0273

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

(End of provision)

**L.17 52.236-27 Site Visit (Construction). (FEB 1995) - Alternate I (FEB 1995)**

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

(b) An organized site visit has been scheduled for – **August 07, 2014 at 9:00 A.M. LT**

(c) Participants will meet at - **NASA Armstrong Flight Research Center, Building 4825, Integrated Support Facility (ISF).**

At least three (3) days prior to the site visit, please submit to the Contracting Officer, DFRC Form 735-1, **Visit Request**. Please ensure that this form is filled out completely to avoid any delays in being granted access to Edwards AFB, CA.

[http://prod.nais.nasa.gov/eps/eps\\_data/143422-OTHER-001-004.pdf](http://prod.nais.nasa.gov/eps/eps_data/143422-OTHER-001-004.pdf)

Attachment 7- **REAL ID Act Memo** will apply.

Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Andrea Basham  
Email: andrea.c.basham@nasa.gov

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

Questions or comments should be submitted no later than close of business on **August 14, 2014** to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

**L.18 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 Federal Acquisition Regulation (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.19 1852.214-70 Caution to Offerors Furnishing Descriptive Literature. (DEC 1988)**

**L.20 1852.223-73 Safety and Health Plan. (NOV 2004) - Alternate I (NOV 2004)**

**L.21 1852.228-73 Bid Bond. (OCT 1988)**

**L.22 1852.233-70 Protests to NASA. (OCT 2002)**

**L.23 1852.236-71 Additive or Deductive Items. (MAR 1989)**

**L.24 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.

(End of provision)

END OF SECTION

**M. EVALUATION FACTORS FOR AWARD**

Clause(s) M.1 of this Section is incorporated by reference, with the same force and effect as if it were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

**M.1 52.214-19 Contract Award - Sealed Bidding - Construction. (AUG 1996)**

END OF SECTION