

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1 20		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NNK14523969Q		6. SOLICITATION ISSUE DATE	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Louis Patalano			b. TELEPHONE NUMBER (No collect calls) 321-867-2252		8. OFFER DUE DATE/LOCAL TIME 10/01/2014 0800 ET	
9. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899			CODE KSC	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 541330 SIZE STANDARD: \$14.0				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO		CODE	16. ADMINISTERED BY NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899					
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
001	Railroad Inspection Services in accordance with Section 1.2, Statement of Work (page 6 of 20)							
							<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
JOHN F. KENNEDY SPACE CENTER  
BLANKET PURCHASE AGREEMENT

Pursuant to Federal Acquisition Regulation (FAR), Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA exclusively with National Aeronautics and Space Administration, John F. Kennedy Space Center:

- (1) The following contract services/products can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

ITEM (Model/Part Number or Type of Service)

Railroad Inspection Services

SPECIAL BPA DISCOUNT/PRICE

N/A

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

See Individual Task Order

See Individual Task Order

- (3) The Government estimates, but does not guarantee, that the volume of services through this agreement will be \$250,000.00

- (4) This BPA does not obligate any funds.

- (5) This BPA ordering period is outlined in Section 1.2 Period of Performance

- (6) The following office(s) is hereby authorized to place orders under this BPA:

ISSUING OFFICE

Reference: 2.1.2 Individuals Authorized to Order Services

- (7) Orders will be placed against this BPA via, FAX, paper, or oral communications.

- (8) Unless otherwise agreed to, all services/deliveries under this BPA must be accompanied by delivery tickets or packing slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) BPA Number;

(c) Task/Delivery Order Number;

(d) Date of Purchase;

(e) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(f) Period of Performance.

- (9) Invoices will be submitted to the address specified within the delivery order transmission issued against this BPA.

- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

- (11) Certification of services performed hereunder and / or receipt of supplies furnished shall be accomplished by John Thiers, Mail Code TA-A5A, 321-867-5449.

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SECTION 1. CONTINUATION OF BLOCKS FROM STANDARD FORM 1449

**1.1 Contract Pricing**

	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
	10/20/2014 - 10/19/2015	10/20/2014 - 10/19/2016	10/20/2014 - 10/19/2017	10/20/2014 - 10/19/2018	10/20/2014 - 10/19/2019
PRICE					

\* The initial annual inspection has an estimated period of performance of November 3, 2014 - December 5, 2014 and will be issued by a task order in accordance with section 2.1.1 FAR 52.216-18 Ordering (Oct 1995)

**1.2 Period of Performance**

The period of performance of this Blanket Purchase Agreement is from October 1, 2014 to September 30, 2015.

**1.3 Statement of Work**

1 INTRODUCTION

This Statement of Work (SOW) is to conduct detailed annual inspections and special safety inspections of the Kennedy Space Center (KSC) Rail System and all rail system components. The KSC rail system is required to transport rocket booster segments that are delivered, staged and stored at the various sites on KSC that arrive from the manufacturer via Florida East Coast Railway (FEC) system. The initial delivery of booster segments is currently scheduled for October 2015. There is approximately 32.5 miles of track, including other rail system elements, that are all subject to this SOW. All rail track and rail components on Kennedy Space Center property are designated as a "Plant Railroad System" per Federal Railroad Administration Track and Rail and Infrastructure Integrity Compliance Manual. The KSC rail system is currently categorized as Category C, "Inactive Track" with a Condition Level of "Restricted Operations", but NASA will utilize the results of these inspection efforts to determine the necessary reactionary measures needed to restore the system to this Category A/B status before performing any operations in the future.

2 SPECIAL SAFETY INSPECTIONS

If required, per UFC 4-860-03 para 2.3.g(1), the contractor shall perform Special Safety Inspection as directed by NASA.

3 RAIL SYSTEM INSPECTION REQUIREMENTS

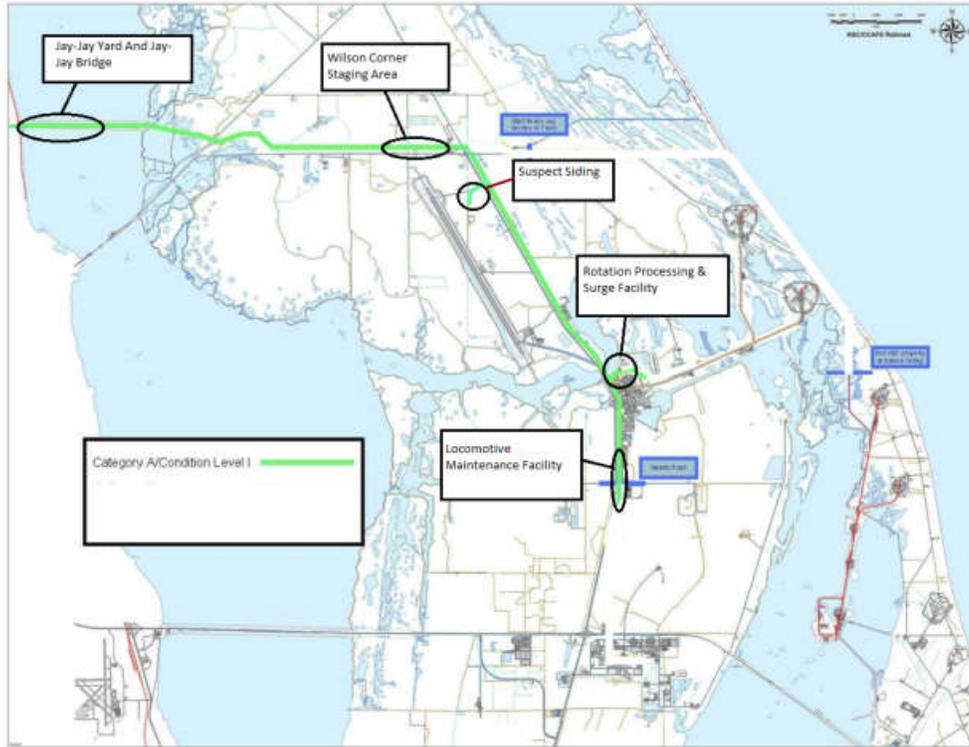
- The contractor shall provide all of the necessary labor, materials, equipment, and other costs, required to conduct and complete detailed inspections and special safety inspections of the KSC rail system as applicable. The inspections must include the following:
  - All mainline rail track, sidings, ties, switches, signals, and train detection circuits beginning at the FEC interchange gate at the west end of Jay Jay Yard site to and including 100 ft south of the last switch in the Locomotive Maintenance Facility (LMF) just south of the Schwartz Rd intersection (see map in Tech Exhibit A). This scope also includes the rail track sections that enter the Rotation Processing and Surge Facility (RPSF), the LMF, and suspect Siding.
  - Perform inspections in accordance with the applicable sections of the "UFC 4-860-3, Unified Facilities Criteria, Railroad Track Maintenance and Safety Standards" for DoD facilities (Attachment 1), and consistent with the Federal Railroad Administration, Title 49, Code of Federal Regulations, (49 CFR), Volume 4, Chapter II, Part 213 (Appendix E of the UFC 4-680-03)

- All personnel performing the inspections must be qualified in accordance with 49 CFR Part 212 and Section 213.7.
- Within the sections of rail noted in green on the map in Tech Exhibit A, inspect and test all:
  - Electric/electromechanical signals at road-railroad grade crossings; and
  - All manual switches at all turnouts/sidings.
- Inspect sections of rail track that transverse the Jay Jay Bridge. The structural, mechanical, and electrical systems of the bridge operations are not part of this SOW.
- Provide highly visible markings on each defective/deficient section of rail on both sides of the web and base, and similarly, for any defective/deficient rail hardware, provide clear legible markings or tags.
- The contractor shall complete and sign a contractor provided Track Inspection Record on the day the inspection is made.

#### 4 INSPECTION REPORT REQUIREMENTS

- The contractor shall prepare a written Rail System Condition Assessment Report that includes the following aspects:
  - Determine the “Condition Level” as defined in UFC 4-860-03 paragraph 1.6(b)(1,2,3).
  - Recommendations on required repairs to achieve the “Condition Level” to “Restricted Operation” and “Full Compliance” (as applicable). Inspection records must specify the location of the track or item inspected, the date of the inspection, nature/description of any deficiencies, and indicate “no deficiencies” detected when appropriate. The Contractor shall provide the completed (signed and dated) Inspection Record form(s) to the NASA technical representative at the conclusion of the inspection.
  - For any identified deficiencies:
    - Specifically identify and segregate those deficiencies into two categories:
      - “immediate action” where condition appears to be approaching imminent failure of primary structure and/or may be approaching an unrepairable state
      - “moderate concern” where the condition appears to be degrading but is long-term in nature
      - In all cases, provide thorough rationale and evidence supporting the conclusions.
    - Provide recommendations on any corrective actions required to bring the KSC Plant Railroad Systems in condition to perform rail operations.
    - Provide a rough order of magnitude cost estimate and approximate amount of time required to correct each deficiency.
  - Within 30 days of report submittal, conduct a briefing to the NASA technical representative to include, but not limited to:
    - Knowledgeable representatives in attendance who were involved with the rail inspections;
    - Summary of the inspection approach, methodology, and observations;
    - Discussion on key positive and negative findings, consistent with the written report;
    - Address any/all recommendations consistent with the written report;
    - Overview of cost and schedule assessment;
    - Provide discussion and responses to questions from the Government.

TECH EXHIBIT A: RAIL SYSTEM OPERATIONAL GEOGRAPHY



TECH EXHIBIT B: RAIL SYSTEM DESCRIPTION AND LIST OF  
RAILROAD ELECTRICAL AND MECHANICAL GEAR

- Thirty-two and one half (quantity: 32.5) miles of rail that includes associated ties.
- Although minimal, there are some small sections or areas of track that still have wooden ties.
- Thirty-six (quantity: 36) each manual Rail Track Switches.
- Ten (quantity: 10) Crossing Signals. NOTE: *none* of the crossing signals are equipped with barricades as authorized on Plant Rail Systems.
- Train Detection Circuits located at five (quantity: 5) crossing that are equipped with signals.
  - NOTE: Some crossing have multiple sets of track crossing the same roadway. The contractor must have the ability and equipment to detect the location of the circuits and complete the repairs or maintenance.

## TECH EXHIBIT C: GENERAL KSC RAIL SYSTEMS OPERATIONS RESTRICTIONS

- Speed limit on the rail system is 25 MPH except as noted below.
- Reduce speed in congested areas, over switches, and other situations as prudent.
- On the Indian River Jay Jay Bridge, maximum speed is 5 mph.
- Rail Operator should always be prepared to stop within 1/2 range of vision.
- Extra caution shall be used at all public road crossings (5 each). Some of these public crossings are pedestrian trail crossings with no barricades or signals.
- A speed limit of 5 mph must be observed on locomotive maintenance facility area service tracks and railcar shop tracks.
- The highway traffic control at roadway crossings and security gate opening responsibility rests with KSC Security Office. The contractor is required to contact the KSC Security Office at 867-2121 to coordinate/schedule assistance prior to any movements of rail equipment crossing roadways that do not have signals.
- The contractor shall coordinate with the NASA technical representative or the NASA Railroad Manager to ensure that inspectors are cleared and properly badged for access to KSC in advance of all required inspections.

## SECTION 2. ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

**2.1 Contract Administration****2.1.1 FAR 52.216-18 Ordering (Oct 1995)**

- (a) Any services to be furnished under this BPA shall be ordered by issuance of task orders by the Contracting Officer. Such orders may be issued during the period of performance identified in the Section 1.2, Period of Performance.
- (b) All task orders are subject to the terms and conditions of this BPA. In the event of conflict between a task order and this BPA, the BPA shall control.
- (c) If mailed, a task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

(End of clause)

**2.1.2 Individuals Authorized to Order Services**

- (a) The Contractor shall provide support, under this BPA, only when ordered by a Contracting Officer.
- (b) Orders for services shall be via email, but may be made via phone if time does not permit use of email. Requests shall describe when and where services shall be provided, other required instructions/information, and include the name and phone number of a NASA point of contact. If email notification is issued or a telephone message is left, the contractor shall immediately acknowledge receipt of the notice.
- (c) The contractor is cautioned that only the contracting officer can authorize the ordering of services in excess of the amount specified in the task order. In the event support is ordered that the contractor believes will require the expenditure of services in excess of the amount specified in the task order, the contractor shall immediately notify the contracting officer.

(End of clause)

**2.2 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This BPA 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.accinet.gov/far/> NASA FAR Supplement (NFS) clauses: <http://vwww.ho.nasa.crov/office/orocurement/reosinfstoc.htm>

**2.2.1 Federal Acquisition Regulation (FAR) Clauses incorporated by Reference:**

FAR 52.204-7 Central Contractor Registration. (FEB 2012)

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

FAR 52.247-34 F.o.b. Destination (Nov 1991)

(End of text)

**2.2.2 NASA FAR Supplement (NFS) Clauses Incorporated by Reference:**

NFS 1852.223-72 Safety and Health (Short Form) (Apr 2002)

NFS 1852.225-70 Export Licenses. (FEB 2000)

NFS 1852.237-72 Access to Sensitive Information (Jun 2005)

NFS 1852.237-73 Release of Sensitive Information (Jun 2005)

(End of text)

**2.3 NFS 1852.215-84 Ombudsman (Nov 2011) -- Alternate (Jun 2000)**

- (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](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
- (c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

## SECTION 3. FAR 52.212-5 ATTACHMENT

**3.1 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (MAY 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG, 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- (13) (Reserved)
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) Alternate I (NOV 2011).
- (iii) Alternate II (NOV 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- (ii) Alternate I (JUN 2003) of 52.219-23.
- (22) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (JUL 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (25) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

- (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (31) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (32) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (33) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- (41) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the

## Treasury.

- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

- (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[] (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

## SECTION 4. ADDENDUM TO FAR 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

**4.1 FAR 52.216-1 Type of Contract (Apr 1984)**

The Government contemplates award of a fixed-price blanket purchase agreement resulting from this solicitation.

(End of provision)

**4.2 NFS 1852.233-70 Protests to NASA (Oct 2002)**

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

(End of provision)

**4.3 For Solicitation Information Contact**

Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following email address: [louis.f.patalano@nasa.gov](mailto:louis.f.patalano@nasa.gov). Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation. Due date for receipt of questions: September 18, 2014, 0800 ET. Questions or comments should be submitted within the time designated to allow for analysis and dissemination of responses in advance of the quote due date. Late questions or comments are not guaranteed a response prior to the quote due date.

(End of provision)

**4.4 Quote Due Date/Local Time**

Offeror's entire quote shall be submitted electronically to the following email address: [louis.f.patalano@nasa.gov](mailto:louis.f.patalano@nasa.gov). The quote must be received by the due date specified in Block 8 of Standard Form 1449. Do not send a hardcopy of the quote. Hand or electronic signature on the Standard Form 1449 is not required. Quotes shall be prepared in either PDF or Microsoft Office 2002 or greater. The submitted file cannot exceed 3 megabytes.

(End of provision)

**4.5 Submission of Quote**

- A. The offer in response to this request shall consist of three parts, a project plan, a capabilities package and pricing information. The project plan will describe the approach the offeror will use to accomplish the work identified in the Statement of Work. The project plan, as a minimum, should include the following, and is limited to 2 pages:

The proposed technical approach to performing the inspections, including, but not limited to:

- i. The methodology to be utilized for the field inspections;
- ii. The technology and other tooling that will be utilized for data gathering;
- iii. The analytical tools that will be utilized to develop the condition report;

- iv. The qualifications of the personnel contributing to the inspections and associated analysis;
  - v. Proposed schedule for the required field work, analysis, and report development, delivery, and presentation.
  - vi. Hours to accomplish each activity
  - vii. Explanation of travel requirements including quantity, duration and purpose if any
  - viii. Explanation of any additional material requirements, if any
- B. The second part of the offer shall consist of a capabilities package that will include as a minimum the following information, and is limited to 3 pages:
- i. A brief narrative detailing the firm's relevant experience in the activities described in the SOW
  - ii. Past performance information, from three previous efforts, of work comparable to the effort required within the past three years that identifies company, customer name, performance period, dollar amount, phone number and a short description of the project.
- C. The pricing portion of the offer should provide adequate pricing information necessary to support the proposed price. This will consist of a breakout by labor (labor category, hours, rates), travel and materials.

(End of provision)

#### **4.6 Evaluation of Quotes**

Only one award will be made to the lowest price technically acceptable quote.

(End of provision)